

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, STATE CAPITOL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
 TELEPHONE (801) 538-3026
<http://purchasing.utah.gov>

Request for ProposalSolicitation Number: **GM4050**Due Date: **02/24/04 at 3:00 P.M.**

Date Sent: January 23, 2004

Agency Contract

Goods and services to be
 purchased:

**PROVIDE AN ONLINE LEARNING SOLUTION, AN ONLINE CAREER MANAGEMENT SYSTEM AND A
 CERTIFICATION SOLUTION FOR THE EMPLOYEES OF THE DEPARTMENT OF WORKFORCE
 SERVICES**

Please complete

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ____ No _____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH
DIVISION OF PURCHASING**

Request for Proposal

Solicitation Number: GM4050

Due Date: 02/24/04

Vendor Name:

THE STATE OF UTAH, DIVISION OF PURCHASING HAS RELEASED THIS REQUEST FOR PROPOSALS (RFP) IN BEHALF OF THE UTAH DEPARTMENT OF WORKFORCE SERVICES (DWS), HEREINAFTER KNOWN AS THE DEPARTMENT. RFP'S ARE REQUESTED FROM VENDORS TO OBTAIN A SOLUTION THAT WILL ACCOMPLISH THE FOLLOWING: 1) PROVIDE AN ONLINE LEARNING SOLUTION TO PROVIDE TRAINING FOR EMPLOYEES WITHIN THE DEPARTMENT. 2) PROVIDE AN ONLINE CAREER MANAGEMENT SYSTEM TO ENABLE EMPLOYEES WITHIN THE DEPARTMENT THE ABILITY TO DETERMINE A CAREER PATH WITHIN THE DEPARTMENT AND THEN PLAN A TRAINING SOLUTION TO QUALIFY FOR A DEPARTMENT POSITION. 3) PROVIDE A CERTIFICATION SOLUTION THAT WILL KEEP TRACK OF WHAT IS REQUIRED FOR CERTIFICATION, REMIND WHEN CERTIFICATION IS REQUIRED, PROVIDE TRAINING FOR CERTIFICATION, AND KEEP TRACK OF EMPLOYEE CERTIFICATIONS. THE REQUIREMENTS ARE ATTACHED.

ALL TECHNICAL AND GENERAL QUESTIONS, OR REQUESTS FOR CLARIFICATION, REGARDING ANY ASPECT OF THE PROPOSAL SHOULD BE MADE IN WRITING, VIA POSTAL MAIL, E-MAIL, OR FAX (801-526-9211), AND RECEIVED NO LATER THAN 5:00 P.M. ON FRIDAY, FEBRUARY 6, 2004. THE PREFERRED METHOD TO SUBMIT QUESTIONS OR REQUESTS IS VIA E-MAIL TO alancarlsen@utah.gov. RESPONSES TO QUESTIONS WILL BE PROVIDED AT THE PRE-BID CONFERENCE TO ALL ATTENDEES AND ALSO INTERESTED PARTIES BY POSTING BOTH QUESTIONS, ANSWERS, AND OTHER ITEMS DISCUSSED VIA THE STATE PURCHASING WEBSITE AS AN ADDENDUM TO THE RFP. IF AN ADVANCE PRE-SUBMISSION IS NOT DONE, QUESTIONS AND CLARIFICATIONS MAY ALSO BE ADDRESSED TO AND BY THE STATE AT THE PRE-BID CONFERENCE. ADDITIONAL QUESTIONS AND CLARIFICATIONS WILL NOT BE CONSIDERED BY THE STATE AFTER COMPLETION OF THE SCHEDULED PRE-BID CONFERENCE.

AN OPTIONAL ATTENDANCE PRE-PROPOSAL CONFERENCE FOR THIS SOLICITATION WILL BE HELD 10:00 A.M. TO 1:00 P.M. THURSDAY, FEBRUARY 12, 2004 IN CONFERENCE ROOMS 157 A AND 157 B AT THE DEPARTMENT OF WORKFORCE SERVICES-LOCATED AT 1385 SOUTH STATE STREET, SALT LAKE CITY, UTAH (NOT AT THE DWS MAIN OFFICES).

ONE ORIGINAL AND SEVEN IDENTICAL COPIES OF YOUR PROPOSAL MUST BE RECEIVED NO LATER (NLT) THAN 3:00 P.M. TUESDAY, FEBRUARY 24, 2004.

THE AWARD OF THIS RFP WILL RESULT IN A CONTRACT FOR THE SOFTWARE PURCHASE, A CONTRACT FOR THE CONSULTING SERVICES, AND IF DEEMED APPROPRIATE, A CONTRACT FOR HOSTING. A CONSULTING SERVICES CONTRACT RESULTING FROM THIS RFP MAY BE AWARDED FOR A PERIOD OF UP TO TWENTY-FOUR (24) MONTHS. A HOSTING SERVICES CONTRACT RESULTING FROM THIS RFP MAY BE AWARDED FOR A PERIOD OF UP TO TWENTY-FOUR (24) MONTHS. THE CONSULTING SERVICES OR THE INITIAL HOSTING SERVICES CONTRACTS MAY BE EXTENDED BEYOND THE ORIGINAL CONTRACT PERIOD FOR UP TO TWO ADDITIONAL EXTENSIONS OF 1 YEAR EACH.

REFERENCE RX: 600 41000000059

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

1. PROPOSAL PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time of services and products as proposed is critical and must be adhered to. (e) All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) Incomplete proposals may be rejected. (g) This proposal may not be withdrawn for a period of 60 days from the due date. (h) Where applicable, all proposals must include complete manufacturer's descriptive literature. (i) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

2. SUBMITTING THE PROPOSAL: (a) The proposal must be signed in ink, sealed, and if mailed, mailed in a properly-addressed envelope to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile**

transmission of proposals to DIVISION will not be considered. (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. BEST AND FINAL OFFERS: Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

6. SAMPLES: Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

7. DIVISION APPROVAL: Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

8. AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the lowest responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code

Annotated 65-56-21. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c)

Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of proposals shall be established. The **register** shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. **The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s).** (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

9. ANTI-DISCRIMINATION ACT: The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

11. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at www.purchasing.utah.gov.

(Revision 14 Mar 2003 - RFP Instructions)

REQUEST FOR PROPOSAL
Career Management Software
Utah Department of Workforce Services
Solicitation # GM4050

1. General RFP Information:

1.1. Purpose and Background of Request for Proposal (RFP):

1.1.1. Purpose: The Utah Department of Workforce Services (DWS), hereinafter known as the Department, is requesting proposals from vendors to obtain a solution that will accomplish the following:

- Provide an online learning solution to provide training for employees within the Department.
- Provide an online career management system to enable employees within the Department the ability to determine a career path within the Department and then plan a training solution to qualify for a Department position.
- Provide a certification solution that will keep track of what is required for certification, remind when certification is required, provide training for certification, and keep track of employee certifications.

1.1.2. Background Information: The Department of Workforce Services is one of the largest departments within Utah State Government. The Department is broken down into 5 geographical regions with multiple office locations across the State. DWS has around 2000 employees spread out across the regions in various offices. The Department of Workforce Services has used various LMS solutions for tracking employee training but we do not have an integrated environment for recording the training results. Training solutions that are currently being used do not have an automatic method of integrating and tracking training into a single solution.

1.1.3. Business Problem: The Department of Workforce Services currently delivers various training, professional development, and performance management programs to its employees with the goal of building and improving worker's skills, knowledge and abilities. Although these delivery systems meet our basic needs, they must evolve into an integrated and comprehensive system—an "Enterprise" Career Management System (CMS)—that supports the measurement of competencies, the delivery of training, and the opportunity for career development. The CMS must also support the department's business goals, customer needs, and continuous improvement.

1.1.4. Solution: The Career Management System will combine components of Employee Assessment & Gap Analysis, Succession Management, Certification, and Training into an integrated system so employees can quickly and efficiently receive training necessary for successful performance of their duties, certify that they have mastered key competencies (i.e., skills and knowledge), are able to successfully apply their skills and knowledge, and determine if a skill and/or knowledge gap

exists by analyzing their level of skill and abilities at any point of time. Furthermore, the system will support an overall organizational initiative to more closely align independent systems and processes, and provide employees information and opportunities to prepare for future positions.



The Career Management System will also enable department management teams to quickly identify applicant pools to fill key positions when they become vacant. Additionally, managers can quickly identify depth of talent within their organization and develop/map training plans for current employees. Once fully implemented, the CMS must seamlessly deliver Employee Assessments & Gap Analysis, Succession Management, Certification, and Training modules to all DWS employees securing additional desktop and/or connection resources. The solution must be scalable, compatible with technologies currently in use, and easily updated as upgrades become available. Furthermore, the solution must be user friendly and reliable.

DWS employees can quickly identify potential career paths available and perform a skills, education, and experience gap analysis for any position they wish to obtain.

1.1.5. General Operation Environment: Department of Workforce Services maintains a number of UNIX and Windows 2000 servers that host both database and web application servers. Most of these servers use a Storage Area Network (SAN) for primary disk storage. DWS does provide 7-day, 24-hour services (24 X 7) and DWS expects the Career Management software will require constant 24 X 7 availability. The DWS computers are connected to the state of Utah wide area IP network using the TCP/IP protocol

Department of Workforce Services is moving in a direction of supporting Open Systems and Software. DWS supports servers that run the Linux Operating System. For web services DWS has implemented Apache Tomcat 4.0 running on both a Linux and Windows servers.

DWS anticipates deploying the Career Management application on an integrated environment that may include Sun Solaris, Windows 2000, or Linux running on either Sun hardware or Intel-based servers using Oracle v9.2 as the database server.

1.1.6. Proposals: This RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content

or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

This proposal for a CMS is broken down into 5 requirements sections. They are as follows:

Descriptive (Section 3) – Requirements in the form of questions that require a descriptive response.

Mandatory Descriptive Responses (Section 4) – Requirements that are mandatory

Non-Mandatory Descriptive Responses (Section 5) – Requirements that would be nice to have, but are not required.

Optional Hosting (Section 6) – Optional CMS implementation solution. Scoring of the Hosting section will be independent of the other scores. Offerors responses to Hosting are optional and will not have any impact on the scoring for other sections. Responding to the Hosting will not increase or decrease Offerors chances for winning the RFP.

Consulting Services (Section 7) – Additional consulting services that are not included with the software purchase.

1.2. Issuing Office and RFP Reference Number: The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it, on behalf of the Utah Department of Workforce Services. The reference number for the transaction is Solicitation # GM4050. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

1.3. Submission and Review of Your Proposal:

1.3.1. Submission Requirements: One original and seven identical copies of your proposal must be received no later (NLT) than 3pm Tuesday, February 24, 2004, at the State of Utah Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, Utah 84114, prior to the closing date and time specified. Proposals received after the deadline will be late and ineligible for consideration.

1.3.2. Review of Your Proposal: Once proposals have been received, they will be initially reviewed for Offerors meeting the stated qualification requirements and for responsiveness to the proposal submittal requirements identified in the RFP. Proposals meeting these requirements will be considered responsive to the RFP, and will then be evaluated to determine “best value”, using the evaluation criteria referenced in section 4.

1.4. Award: A contract may be established with the Offeror whose proposal has been determined to be the “best value” for the State. There is no guarantee contract(s) will be awarded, or that any extensions will be awarded. The State reserves the right to cancel this solicitation at any time and not award a contract(s) if it is in the best interest of the State.

1.4.1. Types of Contracts: There will be a contract from this RFP for the Software purchase, a contract for the consulting services, and if deemed appropriate, a contract for Hosting.

- 1.4.2. Length of Consulting Services Contract:** The Contract resulting from this RFP may be awarded for a period of up to twenty-four (24) months.
- 1.4.3. Length of Hosting Services Contract:** The Contract resulting from this RFP may be awarded for a period of up to twenty-four (24) months.
- 1.4.4. Extension to Initial Consulting Services Contract:** The contract may be extended beyond the original contract period for up to two (2) additional extensions of one (1) year each at the State's discretion and by mutual agreement.
- 1.4.5. Extension to Initial Hosting Services Contract:** The contract may be extended beyond the original contract period for up to two (2) additional extensions of two (2) years each at the State's discretion and by mutual agreement.
- 1.5. Standard Contract Terms and Conditions:** Any contract resulting from this RFP will include the State's standard terms and conditions that are attached.
- 1.6. Discussions with Offerors (Oral Presentation):** An oral presentation by the Offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.
- 1.7. Proprietary Information:** The proposal of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Offerors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information requested to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of Utah and may be returned only at the State's option.
- 1.8. Bonding Requirements:** Not required for this solicitation.
- 1.9. Terminology Definitions:** This section contains definitions throughout this document, including appropriate abbreviations.
- 1.9.1. Contractor:** Successful offeror who enters into a binding contract.
- 1.9.2. Determination:** A decision by Department's Source Selection Evaluation Team, and endorsed by the Procurement Manager, including finding of fact supporting a decision. A determination becomes part of the procurement file to which it pertains.
- 1.9.3. Desirable:** The terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor (as opposed to "mandatory").
- 1.9.4. Evaluation Team Recommendation:** A written recommendation prepared by the Procurement Manager and the evaluation team for submission to State Purchasing for contract award, containing

all written determinations resulting from the evaluation of proposals, based on predetermined criteria.

- 1.9.5. Finalist:** An Offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the evaluation team.
- 1.9.6. Mandatory:** The terms “must”, “shall”, “will”, “is required”, identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.
- 1.9.7. Offeror:** Any person, corporation, partnership, or joint venture who chooses to submit a proposal.
- 1.9.8. Procurement Manager:** A person or designee authorized by the Agency to manage or administer procurements requiring the evaluation of competitive sealed proposals.
- 1.9.9. Request for Proposals:** An “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.
- 1.9.10. Responsible Offeror:** Offeror who submits a responsive proposal and who has furnished, as required, data to prove that their financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.
- 1.9.11. Responsive Offer or Responsive Proposal:** Offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.
- 1.9.12. Source Selection Evaluation Team (SSET):** Body or committee appointed by Utah department of Workforce Services management, consisting of at least five members, to perform the evaluation of Offeror proposals.
- 1.10. Partnership Proposals:** Proposal should be solution based and creativity is encouraged. Partnerships between multiple providers are welcomed; however, there must be a single point of contact and responsibility (Prime Contractor). All information that must be provided on the Prime Contractor, such as company profiles and financial statements, etc. must also be provided for each partner within your proposal.
- 1.11. Overall Project Timeline:**
- 1.11.1.** RFP Release by State Purchasing: January 23, 2004.
- 1.11.2.** Vendor Pre-Proposal Conference Questions Due: 5pm Friday, February 6, 2004
- 1.11.3.** Pre-Proposal Conference: 10 am – 1 pm Thursday, February 12, 2004.
- 1.11.4.** RFP Responses Due from Vendors: 3pm Tuesday, February 24, 2004.
- 1.11.5.** RFP Evaluation Period: February 25 thru March 19, 2004.

1.11.6. If necessary, Oral Presentations by Vendors: March 17, 2004.

1.11.7. Tentative Contract Award Date: April 16, 2004.

1.11.8. Target Production Implementation: June 30, 2004.

Details of the Specifics of each project milestone are provided elsewhere within this RFP.

- 2. Technical Glossary:** This section describes acronyms that are used throughout this document. Each acronym is listed alphabetically.
- 2.1. ADL:** Advanced Distributed Learning initiative sponsored by the Department of Defense.
 - 2.2. API:** Application Programming Interface.
 - 2.3. ADA:** Americans with Disabilities Act
 - 2.4. AICC:** Aviation Industry CBT Committee
 - 2.5. CBT:** Computer Based Training
 - 2.6. CMS:** Career Management System
 - 2.7. CRM:** Content Resource Management
 - 2.8. CSV:** Comma Separated Values.
 - 2.9. DWS:** Department Workforce Services
 - 2.10. FTP:** File Transfer Protocol
 - 2.11. HR:** Human Resource
 - 2.12. HRM:** Human Resource Management system
 - 2.13. HTML:** Hyper Text Meta Language
 - 2.14. IEEE:** Institute of Electrical and Electronic Engineers.
 - 2.15. ILT:** Instructor Lead Training
 - 2.16. IMS:** Global Learning Consortium.
 - 2.17. LCMS:** Learning Content Management System
 - 2.18. LMS:** Learning Management System
 - 2.19. MAPI:** Messaging Application Programming Interface. A standardized way messages are handled by email programs.
 - 2.20. ODBC:** Open DataBase Connectivity. A standard database access method.
 - 2.21. OLE:** Object Linking and Embedding. A compound document standard.
 - 2.22. RFP:** Request For Proposal
 - 2.23. SAN:** Storage Area Network

2.24.SCORM: Sharable Content Object Reference Model as defined by Advanced Distributed Learning initiative (ADL).

2.25.SME: Subject Matter Expert

2.26.TCP/IP: Networking protocol that is used for transmitting and receiving data across the Internet or network.

2.27.UI: User Interface

2.28.WBT: Web Based Training

2.29.WIT: Workforce Information Technology for the Department Workforce Service within the State of Utah.

2.30.WYSIWYG: What You See Is What You Get

3. **Descriptive Responses:** For each requirement within this section, **provide a descriptive response that sufficiently answers the question. Responses need to begin by referencing the requirement number (i.e. 3.1.1, 3.14.1.10, etc).** A checklist for the descriptive requirements is included in the appendix and needs to be included in your response. **Include the checklist for descriptive responses at the beginning of your descriptive responses.**

3.1. Project Management Requirements:

3.1.1. Documented Processes: What documented process is used to implement your software within customer environments? Describe this process.

3.1.2. Sample Implementation Plan: Provide a sample project implementation plan. Include a sample schedule and listing of major milestones. Estimate the total time for implementation based on your knowledge of our organization and its requirements.

3.1.3. Change Requests: How are customer change requests managed?

3.1.4. Implementation Resources: What implementation resources does your company provide?

3.1.5. DWS Expectations: What implementation resources are expected from The Department of Workforce Services (DWS)?

3.1.6. Successful Implementations: How many successful implementations has your organization been involved with? Of these implementations, how many are currently in service today?

3.1.7. Service Partners: What service implementation partners exist?

3.1.8. Certification Programs: Describe the certification program for the employees of these implementation partners.

3.1.9. Issue Resolution: How are issues and schedule changes tracked, communicated, and resolved?

3.1.10. Knowledge Transfer: How is knowledge transfer from your firm to the Department of Workforce Services managed and implemented?

3.1.11. Data Migration: How is data within existing and legacy systems migrated and incorporated within your system?

3.2. Support Requirements:

3.2.1. Support Services: What support services and options exist?

3.2.2. Response Time: What response times exist within the levels of support?

3.2.3. Service Escalation: Describe your formal service escalation and problem resolution procedures.

3.2.4. Software Upgrades: Provide a description of ongoing software and hardware support options available including software modifications and upgrades.

3.2.5. Communication: Is information regarding outstanding problems, fixes, modifications and improvements available to the customer and publicized on a regular basis? What is a regular basis? How often is it publicized? Is there a cost and what is the cost associated with getting the information?

3.2.6. Releases/Revisions: Describe your product major release and revision schedule. Include how releases and revisions are distributed.

3.2.7. Issues Procedure: Describe your company's procedure for handling and resolving bug fixes.

3.2.8. Proposed Release: What release is being proposed in this response? When will this release be generally available?

3.2.9. Future Releases: How many releases are planned for the next 3-5 years? What are the timeframes and how many updates are expected?

3.2.10. UI Customization: Describe the extent to which the system's user interface and features can be customized/configured while allowing for software upgrades under your normal upgrade process. Does the customization move forward with an upgrade or will it need to be redone each time an upgrade is made?

3.2.11. Legal Considerations: Describe the types of service level agreements that you have undertaken with other organizations.

3.3. Training Requirements:

3.3.1. Software Training: What training do you provide and recommend? Please include a detailed development plan for each of the following groups: End users, Training Administrators, Technical Staff.

3.3.2. Training Resources: How many people will the vendor provide to conduct the training and at what point in the implementation process will training begin?

3.3.3. Training Availability: Are training courses "ad hoc", available to the Department of Workforce Services upon start-up or available to each entity upon implementation?

3.3.4. Train the Trainer: Do you offer a "train the trainer" option? Can the Department of Workforce Services duplicate the training materials?

3.3.5. Additional Training: What additional training/certifications are available on advanced functions for DWS personnel, administrators, and users?

3.3.6. Future Releases: What types of training will be provided for future releases & upgrades?

3.3.7. Ongoing Training: What kinds of ongoing user learning aids are provided, such as online help, access to help desk, user manuals?

3.4. Architecture and System Requirements:

- 3.4.1. System Architecture:** Describe your system architecture. Include a diagram indicating each component's location with respect to a corporate firewall.
- 3.4.2. Architecture Scalability:** Is your product scaleable to 20,000 learners & beyond? Explain.
- 3.4.3. Multiple Group Scalability:** Describe the architectural scalability for multiple learner groups.
- 3.4.4. Firewall Security:** Describe how security across the firewall, and with users on different sides of the firewall, is handled.
- 3.4.5. Web Interactions:** Can all interactions with your product take place over the web: intranet or Internet? Does your product support centralized database architecture?
- 3.4.6. Database Size:** Describe the average database size for 2,000, 5,000, 10,000 and 20,000 learners.
- 3.4.7. Systems Supported:** Describe the networking, hardware, software, and operating systems your product supports. Please be very specific; include version numbers.
- 3.4.8. System Prerequisites:** List any system prerequisites for your product. Include networking, hardware, database, web server, or other requirements.
- 3.4.9. Supported Browsers:** Which browsers and version numbers are supported?
- 3.4.10. Browser Plug-ins:** Does your product require any browser plug-ins or applets? Explain.
- 3.4.11. Client Software:** Does your product require loading additional software on any client workstation other than a standard browser? Explain.
- 3.4.12. Installation Comparisons:** Describe your most similar installation in government or other corporation comparable to our requested need.
- 3.4.13. Openness:** Describe the general “openness” of your system.
- 3.4.14. Connection Speed:** What is the recommended connection speed for Internet access? What is the minimum connection speed you support?
- 3.4.15. Operating Systems:** Describe the extent to which the product functions with Windows 98, Windows NT 4.0, Windows 2000 Professional and the Windows XP Professional operating systems.
- 3.4.16. Database Systems:** Describe the database platforms available or utilized by the system and the pros and cons of each, in the event more than one is available. State any limitations in regard to versions and functionality.
- 3.4.17. Notification Server:** Describe the notification server environment for e-mail and fax for generating automated correspondence.

3.5. Technology Standards Requirements:

3.5.1. MAPI Compliance: Describe MAPI compliancy and ability to integrate into existing e-mail and scheduling applications.

3.5.2. OLE Compliance: Describe OLE compliancy and general ability to link business objects.

3.5.3. ODBC Compliance: Describe the extent to which the product is ODBC compliant.

3.5.4. TCP/IP Compliance: Describe the extent to which the product is TCP/IP Protocol Compliant.

3.5.5. Web Compliance: Describe the extent to which the system can be operated over the WEB using industry standard browsers (e.g. Netscape or Internet Explorer).

3.6. System Integration Requirements:

3.6.1. Supported APIs: Describe APIs that exist in your product to facilitate integration with other systems.

3.6.2. Import/Export: Describe import/export capabilities.

3.6.3. LMS Integration: Describe your experience and capabilities in integrating your Learning Management System with other corporate systems.

3.6.4. E-mail Integration: Describe the manner in which the product integrates with the top e-mail software, such as GroupWise, Outlook, etc. for automatic notifications (course confirmations, updates, cancellations, etc.).

3.6.5. Department System Integration: Describe how to interface the system with other systems that the department may be using.

3.6.6. Monitoring Tool Integration: Describe the manner in which the product integrates with software monitoring tools such as HP OpenView, Nagios, etc.

3.7. Security Requirements:

3.7.1. User Security: Describe how the system will allow for internal employee, customer and partner use, addressing how security is handled.

3.7.2. Access: Describe how features and content/data access can be enabled or disabled for specific learner groups.

3.7.3. Security System: Describe the overall security system, including how various security levels are established.

3.8. User Interface/Protal Requirements:

3.8.1. UI Modifications: Describe how the user interface can be modified.

3.8.2. UI Navigation: Describe how the user interface is designed/constructed for ease of navigation and data access.

3.8.3. UI Online Help: Describe the extent to which the system provides a comprehensive online help facility.

3.8.4. Distinct UI Interfaces: Describe the extent to which the user interface can be different for distinct employee groups, customers and partners within a single installation.

3.8.5. ADA Support: Describe how the user interface meets accessibility standards for person with disabilities.

3.9. General Functional Requirements:

3.9.1. Component Integration/Scalability: Describe the extent to which the system provides a single, central, scaleable system that consolidates all competency management and learning activity across the enterprise and the extended enterprise (partners, customers, suppliers).

3.9.2. Content Delivery: Describe the extent to which the system supports multiple education delivery methods including instructor led, CBT, web based, and printed material distribution. Study can be instructor driven, self-paced or procedure based.

3.9.3. Product Customization: Describe the philosophy associated with product customization. Within the answer incorporate the ability to incorporate unique fields, such as user-defined demographic fields. What support of upgrade repercussions exists with product customizations?

3.9.4. System Partitioning: Describe the extent to which the system can be partitioned into distinct domains for internal employee groups (multiple), customers and partners. Each such domain can be individually secured and governed by distinct business rules including languages, currencies, workflows, notifications, course catalogue views, course pricing and prerequisites.

3.9.5. Limitations: Describe any limitations that the software application places on the number of custom or unique fields.

3.9.6. Scheduling: Describe the types of resources for which the application provides scheduling, assignment, conflict checking, and cost tracking.

3.9.7. Instructor Assignments: Describe the way in which the system maps instructors to courses and classes and supports the association of subject matter experts with specific courses and topics.

3.9.8. External Facilities Management: Describe the extent to which, in addition to comprehensive management of internal facilities, the system facilitates room bookings for external facilities that are not generally stored in the LMS database.

3.9.9. Resource Assignment: Describe the manner in which all required resources for a course can be associated with a specific class and the extent to which, once the resource assignments are made, reports can be run that roll up these resources, their schedules, costs, and inventories into reports that forecast resource requirements based on class schedules.

3.9.10. Training Budget Management: Describe how your system can be used to effectively manage training budgets.

3.9.11. Charge Backs: Describe the way in which the system supports charge backs to learner departments with direct interface to financial systems if required.

3.10. Certification Requirements:

3.10.1. Certification Defined: Describe how certifications and re-certifications are defined, mapped, and managed.

3.10.2. Certification Notifications: How and when are certification and re-certification notifications created, and how are they sent?

3.10.3. External Certification Data: Describe the process for incorporating external information (e.g. transcripts, external accreditations) into a learner's profile. Describe how certification data is verified.

3.11. Employee Assessment & Gap Analysis Requirements:

3.11.1. Performance Management: Describe the overall approach used by the system to support Performance Management and or Career/Personal Development.

3.11.2. Employee Management: Generally describe how your product enhances the ability to manage employee education, skills, and competencies.

3.11.3. Learner Information: Describe the type and degree of learner information, interests, transcripts, scores, etc., that are managed and maintained by your system.

3.11.4. Job Competencies: Describe how education, skill, and/or competency requirements are defined by job, title, position, etc.

3.11.5. Pre-Assessment Guidance: Describe how your system guides learners to courses based on pre-assessments, job role requirements and other criteria defined by a manager or coach.

3.11.6. Customer Management: Describe how your product can be used to enhance the ability to manage customer & partner skills, competencies, and education?

3.11.7. Curriculum Management: Describe how a curriculum is developed and managed within the system.

3.11.8. Syncing CRM with HRM: Describe how changes made to a user's personal profile in the Learning Management System could be authenticated and transferred to the organization's HRM system.

3.11.9. Hierarchical Structure: Describe the hierarchical structure of employee profiles and how senior managers can "drill down" on the profiles of all individuals within their organization.

3.11.10. Learners Learning Gaps: Describe the extent to which the system provides the capability for learners to view their skills and skill gaps and then identify recommended learning to close skill gaps. Does the supported process take into account multiple learning paths (multiple) created by educational planners that specify curriculums and certifications?

3.11.11. Competency Updates: Describe the approach taken by the system to automatically update competency profiles upon successful course completion.

3.12. Skills/Competency Management Requirements:

3.12.1. Skills/Competency Model: Describe how your system is set up and used for managing organizations, positions, job types, and skills associations.

3.13. Succession Management Requirements:

3.13.1. Succession Management: Describe how Job roles/types/titles are entered, extracted, and printed from your system. How do course offerings and mandatory training get assigned to each of the various job types?

3.13.2. Organization Management: Describe how your system can be used to enter, extract, and print the Department of Workforce services organization chart with associated job titles assigned to each point on the organization chart.

3.13.3. Succession Searching: Describe how your system can be used by a supervisor/manager to search the system for all employees that meet the job qualifications for any Job title/type described within the system.

3.13.4. Skill Definitions: Describe how your system can be used for defining skills that can be associated as qualifications for a Job title/type. What is your systems limitations as to the number of skills that can be assigned within the system? Is there a limit to the number of skills that can be associated with a Job title/type?

3.14. Training Requirements:

3.14.1. Registration/Enrollment Requirements:

3.14.1.1. Registration Methods: Describe all registration methods supported by your system (self-service, manager/mentor/administrator, etc.).

3.14.1.2. Registration Activities: Describe how your application handles the following registration activities: Wait list students, reserved students, student withdrawals, student cancellation, and multiple student registrations.

3.14.1.3. Restricting Registration: Describe how your system can restrict registration based on division, job role, profile, cost, etc.

3.14.1.4. Course Approvals: Describe how your system handles approvals following course selection.

3.14.1.5. Seat Assignments: How are seats in a class reserved for different user groups?

3.14.1.6. Cancellation Policies: Describe the ability to enable and automate variability in cancellation policy across an organization and/or a customer base.

- 3.14.1.7. Notification Fallback:** Describe the “fallback” features of your notification system. For example, if the learner does not have an e-mail address can the system generate a fax notification? If there is no fax number, can the notification then be passed to an administrator?
- 3.14.1.8. Pre-Requisites:** Describe how pre-requisites are defined and checked for completion before enabling student registrations? Expand on “required” versus “recommended” pre-requisites and explain how pre-requisite control can generally be configured differently for different learner groups, as well as for partners, suppliers and customers.
- 3.14.1.9. Course Resources:** Describe the extent to which attachments can be made for a course/class that provide a user with the means to drill down under daily class sessions to outlines, addendums, pre & post work, exercises, supplemental information, etc. Such associated resources might include documents, WEB Addresses, executables, downloadable files, and other course or online training products.
- 3.14.1.10. Course Request Tracking:** Describe the extent to which learners can request enrollment in an unscheduled session of an existing course so that such requests can be used to assist in class session planning, and resource allocation.

3.14.2. Tracking Requirements:

- 3.14.2.1. Course Information Tracking:** Please describe what information is tracked when a Student takes a course. Include information for all training types, CBT, Web, ILT, etc. What information can an instructor input into the system to track student progress.
- 3.14.2.2. Historical Information:** Please describe what historical information is kept within the system for Students, Curriculum, Schedules, Course Requests, etc.

3.14.3. Reporting Requirements:

- 3.14.3.1. Reporting Philosophy:** Describe your application's reporting environment and associated reporting philosophy.
- 3.14.3.2. Standard Reports:** What standard reports are shipped with your product?
- 3.14.3.3. 3rd Party Report Writers:** Are third-party report writers compatible with your application? If so, which ones?
- 3.14.3.4. Report Writer Included:** Does a third-party report writer come with your application? Please specify.
- 3.14.3.5. Ease-Of-Use:** Describe the “ease-of-use” for customized report writing.
- 3.14.3.6. Report Format:** Are reports available in an HTML or a tab-delimited format?
- 3.14.3.7. Report Customizations:** Describe the extent to which designated “off-site” administrators with minimal training can perform report customizations.

3.14.4. Course Delivery/Course Launch Requirements:

- 3.14.4.1. Repeated Course Launching:** Describe how courses launched from within the LMS can be bookmark for self-paced learning.
- 3.14.4.2. Course Integration:** Describe how your product integrates with any online course or CBT applications. Include any limitations.
- 3.14.4.3. Study Groups:** Describe how the system supports study groups and the collaborative learning process.
- 3.14.4.4. Online Instructor Courses:** Describe how the system enables online instructor led courses. Expand on capabilities for messaging/feedback and broadcasting presentations, polls, whiteboards, etc.

3.14.5. Assessment/Testing Requirements:

- 3.14.5.1. Competency Management:** Describe the overall approach to competency management. Include a description of how learning interventions are assigned based on skill/competency gaps and how competencies are aligned with job performance.
- 3.14.5.2. Evaluation Integration:** How are online course, class, and instructor evaluations incorporated?
- 3.14.5.3. Class Assessments:** How are pre and post-class assessments delivered?
- 3.14.5.4. Assessment/Test Grading:** How are the varying assessment answer formats graded?
- 3.14.5.5. Assessment/Testing Feedback:** Describe feedback mechanisms for pre-tests, tests and post-tests. Can immediate feedback be enabled/disabled?

3.14.6. Course Evaluation/Testing/Course Management Requirements:

- 3.14.6.1. Course Evaluations:** Describe feedback mechanisms for students to evaluate a course, course instructor, and course materials. Can immediate feedback be enabled/disabled? Can feedback be anonymous?

3.14.7. e-Learning Requirements:

- 3.14.7.1. e-Learning Support:** Describe the overall approach used by the system to support E-Learning.

3.15. Content Management Requirements:

- 3.15.1. Standards Compliance:** Please describe the level of compliancy for AICC, IEEE, ADL and IMS standards. Include information on your company's certification efforts and any involvement with standards committees.

3.15.2. MS Office Support: The Department of Workforce Services predominately uses Microsoft Office products. Does your product support import/export to other authoring/presentation products?

3.16. System Administration Requirements:

3.16.1. Catalog Security: How does your product enable the creation of a single catalog for all learner audiences yet invoke the appropriate security for each user?

3.16.2. Catalog Delivery: What restrictions exist on delivery method for items listed within the course catalog?

3.16.3. Course Structure: What course information is maintained and how is this information structured?

3.16.4. Class Structure: What class information is maintained and how is this information structured?

3.16.5. Schedule Flexibility: Describe the flexibility of scheduling classes. (i.e. How are non-contiguous classes defined? How are multiple classes of a single course delivered in varying delivery templates?)

3.16.6. Previous Course Notification: Describe how learners can be notified if course content for a previously completed course has been updated.

3.16.7. Learning Objects: Describe your company's efforts/capabilities for delivery of "learning objects" (small, interrelated learning blocks).

3.16.8. Historical Statistics: Describe how your system can facilitate course planning (based on historical demand statistics, learner interests and preferences).

3.16.9. Master Calendar Support: Describe the extent to which the system supports a Master Schedule to allow corporate holidays, vacation, and non working days to be designated. How are other schedules subordinated or related to the Default Master Schedule?

3.17. User Management Requirements:

3.17.1. New Users: Describe how a new user is input into your system. What data is maintained for each user and what data is required for each user of the system?

3.17.2. User Information: Describe what information each user is allowed to enter and update on themselves.

3.17.3. HRM Interface: Describe how your system interfaces with an HRM system. How does data stay synchronized between your system and the HRM system?

3.17.4. User Security: Describe how your system enforces security to prevent un-authorized changes to a users data. Describe how security is enforced to allow a users supervisor or manager to update users information.

4. **Mandatory Descriptive Requirements:** All requirements within this section are deemed mandatory. If you disagree with any of the mandatory requirements, attach documentation explaining your disagreement. DWS and the State of Utah reserve the right to accept or not accept your disagreement. Failure to meet the mandatory requirements may eliminate your bid from further consideration. A checklist for the mandatory requirements is included in the appendix and the checklist will be used by the evaluators and must be included with your response.

Each requirement in section 4 is explained as the minimal requirement. For each requirement, describe how the proposed system meets the requirement. **Provide a descriptive response that sufficiently answers how each mandatory requirement is met. Responses need to begin by referencing the requirement number (i.e. 4.1.1, 4.14.1.10, etc). Include the checklist for Mandatory Descriptive responses at the beginning of your Mandatory Descriptive responses.**

4.1. General Requirements:

- 4.1.1. User Scalability:** The system must be scalable to 20,000+ users and user records must be maintained for all active and inactive users. The number of user records may over time exceed 50,000 users.
- 4.1.2. Non-Programmer Users:** The system must be designed for use by non-programmers (e.g., SMEs, instructional designers, etc.).
- 4.1.3. Web-Based Application:** The system must be designed as a web-based application that would be accessible through all standard agency desktop and laptop computers and possibly other browser-enabled devices.

4.2. Technical Requirements:

- 4.2.1. Browser Compatibility:** The system must be compatible with standard browsers. This includes Microsoft Internet Explorer 6.0, Netscape 7.0, Mozilla 1.5 or higher versions of these browsers.
- 4.2.2. Intranet Integration:** The system must be capable of being integrated with Department's Intranet.
- 4.2.3. Calendar Integration:** The system must allow integration with Department's Groupwise 5.5 calendar system.
- 4.2.4. HRM Integration:** The system must be capable of being integrated with HR databases.
- 4.2.5. Industry Product Integration:** The system must possess a technical design that facilitates integration and interfacing to other "best of breed", "cutting edge", or "industry leader" products.
- 4.2.6. Remote Connections:** The system design must consider that some students may be accessing the data over relatively slow 56K modem dial-up lines or alternative web-enabled devices.
- 4.2.7. Minimal Initial Implementation:** The system must be readily usable "out of the box" with a minimum of configuration and tailoring and no application code changes.

4.2.8. E-mail Integration: The system must be capable of being readily integrated with Novell GroupWise, MS Outlook E-mail and of exchanging E-mail with all standard commercial E-mail systems.

4.3. Security Requirements:

4.3.1. Access Restrictions: The system must restrict access by user ID and password access.

4.3.2. Single Logon: The system must be able to allow for Department of Workforce Services single Logon to be used in place of the applications Logon process.

4.3.3. Component Integration: The Learning Management System, Learning Content Management System, System Administration, and Online Training modules must be based on a common platform and require a single log-in.

4.3.4. Access Restrictions: The system must enable access to be restricted by group, organization, etc.

4.3.5. Inside/Outside Availability: The system must permit data to be available inside/outside firewalls (with proper security and authorization).

4.3.6. Access Privileges: The system must grant access to individual modules based on role privileges.

4.3.7. Unauthorized Registrations: The system must prevent unauthorized registrations.

4.3.8. Data Protection: The system must protect training content, schedules, and training resource information from malicious or inadvertent damage.

4.3.9. Data Access Restrictions: The system must restrict access to individual training records and any personally identifiable information, to which access should be restricted to the individual themselves, their supervisor(s), and authorized training program administrators.

4.3.10. Privileged Access: The system must enforce access involving administrative privilege authority on a named-individual basis. All other access should be granted based on group membership and roles defined under criteria established and administered by the business system administrator.

4.3.11. Data Sharing: The system must provide mechanisms to share appropriate LMS content with consultants, contractors, and vendors performing work on behalf of an agency without necessarily granting them general access to the internal agency network.

4.3.12. Audit Trail: The system must provide an audit trail linking the user or administrator to all transactions updating the database.

4.3.13. Data Restrictions: The system must have the capability to restrict content/data access by learner.

4.3.14. Data Views: The system must have the capability to restrict views and data access by administrator, manager, instructor, course scheduler, registrar, distribution personnel, different learner groups, etc.

4.3.15. Administrative Access: The system must have the capability to assign administrative duties to individuals external to the learning organization with appropriate controls.

4.4. User Interface/Portal Requirements:

4.4.1. Intuitive UI: The system must present user capabilities using intuitive graphical user interfaces that are a natural reflection of the business processes that they support as opposed to a system-imposed approach driven by technical considerations.

4.4.2. Different UI Views: The system must allow for separate views to be established for different groups or organizations.

4.4.3. User-Defined Fields: The system must provide optional, user-defined fields.

4.4.4. Personalized Welcome: The system must provide a personalized individual student welcome page that displays student-specific information based on profile.

4.4.5. Tailored User-Type Views: The system must provide user interface views tailored to the needs of learner, manager, instructor, content author and administrator perspectives.

4.4.6. Appropriate Functions: The system must only present functions and options that are appropriate to a person's individual role(s) when they log onto the system.

4.4.7. UI Customization: The system must provide an easily customizable user interface (e.g., allow for use of agency logos and consistency with agency desktop user interface conventions).

4.4.8. DWS Terminology: The system must support the ability to adjust terminology to meet organizational needs, e.g. to promote consistency with other agency application systems and directives.

4.4.9. Integrated Online Help: The system must have an integrated online help system.

4.5. General Functional Requirements:

4.5.1. Course Catalog: The system must provide a searchable online course catalog. The course catalog must be able to be searched by each field within the course catalog.

4.5.2. Existing Training Information: The system must be capable of being integrated with existing training course material and student records.

4.5.3. E-mail Notifications: The system must provide e-mail notifications.

4.5.4. Resource Conflicts: The system must provide automatic checking for resource schedule conflicts, including all Facilities and Personnel.

4.5.5. Instructor Management: The system must be capable of creating and maintaining instructor information including contact information, e-mail address, etc.

4.5.6. Instructor Searching: The system must be capable of searching instructors by each field within the instructor's information that is maintained.

4.5.7. Instructor Scheduling: The system must provide a capability by which instructors can be scheduled by administrators or through self-service with appropriate controls.

4.5.8. Course Materials: The system must have the capability to generate a checklist of materials and tasks for instructors/facilitators.

4.5.9. Instructor Qualifications: The system must be capable of monitoring instructor qualifications and certifications.

4.5.10. System Availability: The system must allow facility availability to be viewed online both from central and remote locations.

4.6. Certification Requirements:

4.6.1. Skill Certification: The system must support creation of course and skill certification requirements.

4.6.2. Certification Tracking and Notifications: The system must support tracking and notification of certifications and re-certification requirements.

4.6.3. Certification Updates: The system must update skill and course certification requirements automatically when training is completed.

4.6.4. Hard Copy Certifications: The system must be capable of generating and disseminating hard copies of Certification Verifications.

4.6.5. Certification Status: The system must track learner's status in achieving certification/accreditation.

4.6.6. Certification Learning Gaps: The system must identify learning gaps in certification program for viewing by learner and manager.

4.6.7. Certification Assessment/Test Updates: The system must ensure that when a test, tied to a users certification track, is successfully completed, that the certification track is updated with the successful completion of that requirement.

4.6.8. Certification Completion Notification: The system must notify learners and managers of successful completion of certification.

4.6.9. Multiple Certifications: The system must accommodate multiple certification programs, which can be operated with different business rules for internal employees, partners and customers.

4.6.10. Certification Reporting: The system must provide the capability for completed credits and certifications to be viewed or reported on at any time.

4.6.11. Certification Pre-Requisites: The system must enforce pre-requisites and certification tracks, which can limit a user from progressing to the next “course” until the pre-requisite class or test has been successfully completed.

4.7. Employee Assessment & Gap Analysis Requirements:

4.7.1. Development Plans: The system must support individual development plans that allow individuals to define goals associated with time-bound action plans and/or courses.

4.8. Skills/Competency Management Requirements:

4.8.1. Skills/Competency Tracking: The system must provide complete capabilities for tracking skills and competencies management (by job or organization), including skills inventories, skill requirements, and skill gap analysis.

4.8.2. Customized Skills: The system must allow an organization to define its own skills and competencies.

4.8.3. Skills to Course Relationships: The system must allow skills and competencies to be linked to courses.

4.8.4. Skills Security: The system must allow security privileges to enable/disable learners/managers to update their skills inventories.

4.8.5. User Profiles: The system must be capable of maintaining learner, manager, and department/team profiles.

4.8.6. Learning Paths Display: The system must be capable of displaying courses / learning paths for each learner based on job role and other defined criteria.

4.8.7. Skills/Certification Gaps: The system must provide a means for learners to view certification and regulatory requirements with current status and gaps.

4.8.8. Assessment/Test Viewing: The system must provide a means for learners to view assessments and test results.

4.8.9. Managers View: The system must allow supervisors/managers to view all information on learner profiles in their area of responsibility.

4.8.10. Learning Paths Definitions: The system must allow managers to define learning paths of learners on line.

4.8.11. Managers Assessment View: The system must allow managers, mentors and coaches to view assessment results by individuals and teams and provide updates when required.

4.8.12. Learning Path Guidance: The system must be capable of guiding learners to courses based on results of pre-assessments (“Testing Out”) and of enforcing course participation eligibility based on pre-test results.

4.8.13. Competency Models: The system must facilitate the creation and modification of competency models.

4.8.14. Multiple Competencies: The system must support multiple competency models by business unit.

4.8.15. Job Role Maintenance: The system must be capable of maintaining job roles that are tied to competencies.

4.8.16. Job Type Maintenance: The system must be capable of maintaining job “types” which are supported by job roles.

4.9. Succession Management Requirements:

4.9.1. Job Skill Comparison: The system must provide a capability for learners to compare their current skills profile with the skills requirements of other job types defined within the system – allowing for self-management of career development.

4.9.2. Job Skill Definition: The system must provide a way for Job roles/types/titles to be defined within the system. The system will allow for the job to be defined with job requirements and courses/learning track, which is required for the position.

4.9.3. Open Positions: The system must provide a way for HR to post open positions and reference one of the pre-defined jobs roles/types/titles within the system.

4.9.4. Managers Search: The system must allow managers to search for people with specific skills in a given job type, along with minimum and maximum proficiency levels. Search should include searching by position, position ID, job title, location, work history, language, education, experience, completed training, etc.

4.9.5. Position Search: The system must allow students to search open position and determine what qualifications are required for the positions and what courses/learning tracks must be taken to qualify for the position. Search should include searching by position, position ID, job title, location, position preferences, language, education, experience, completed training, etc.

4.9.6. User Image: The system should be capable of storing a image of the user (employee, student, administrator, trainer, etc) that can be viewed.

4.10. Training Requirements:

4.10.1. Registration/Enrollment Requirements:

4.10.1.1. Course Types: The system must enable Administrators to set up multiple types of courses (ILT, synchronous, asynchronous, etc.).

4.10.1.2. Required Courses: The system must provide the ability to designate certain courses as “required”.

- 4.10.1.3. Job Title Training:** The system must provide a capability to adjust training requirements by job title.
- 4.10.1.4. Position Training:** The system must provide a capability to define training requirements by position.
- 4.10.1.5. Group Enrollment:** The system must support group or batch enrollment options.
- 4.10.1.6. Curriculum Management:** The system must enable Administrators to set up curriculums that support electives and enforce prerequisites.
- 4.10.1.7. Instructor Lead Training:** The system must enable Administrators to schedule ILT classes.
- 4.10.1.8. Classroom Scheduling:** The system must reserve classrooms and check for conflicts.
- 4.10.1.9. Enrollment Conflicts:** The system must enroll participants and check for conflicts.
- 4.10.1.10. Student Enrollment:** The system must enable students to view and register for ILT, synchronous, asynchronous courses.
- 4.10.1.11. Progress Details:** The system should enable students to access their progress details in courses (i.e., transcript).
- 4.10.1.12. Course Information:** The system must enable students to view details and requirements for all classes.
- 4.10.1.13. Course Notifications:** The system must provide automated notification for confirmations, certifications, cancellations, reminders, and class changes to students and student supervisors.
- 4.10.1.14. Wait Listing:** The system must provide capabilities for wait listing and notification of schedule changes.
- 4.10.1.15. Automatic Updates:** The system must automatically assign/update status (e.g., no-show, cancelled, etc.).
- 4.10.1.16. Registration Timeframes:** The system must enforce registration cut-off time/date with the ability to override.
- 4.10.1.17. Registration Confirmations:** The system must provide immediate registration confirmation by email.
- 4.10.1.18. Registration Approval Process:** The system must support a two-level online registration approval process.
- 4.10.1.19. Waitlist Status:** The system must allow administrators and students to view waitlist status.

- 4.10.1.20. Managing Instructors:** The system must support management of qualified instructors, classrooms, lodging facilities, resources, and equipment for ILT courses.
- 4.10.1.21. Organization Support:** The system must support an unlimited number of organizations, jobs, etc.
- 4.10.1.22. Course Assignments:** The system must enable Administrator to assign courses by job titles, groups, or departments.
- 4.10.1.23. Mandatory Courses:** The system must enable Administrator to designate some courses as mandatory and others as elective based on position title/type.
- 4.10.1.24. Duplicate Registration:** The system must prevent duplicate registrations.
- 4.10.1.25. Classroom Attendance:** The system must record and manage classroom-based attendance.
- 4.10.1.26. Class Rosters:** The system must manage class rosters.
- 4.10.1.27. Eligibility Criteria:** The system must enable Administrators to limit user registration based upon eligibility criteria.
- 4.10.1.28. Overriding Requirements:** The system must enable Administrators to override requirements (e.g., prerequisites), when necessary.
- 4.10.1.29. Site Administration:** The system must enable administrators to manage sites from multiple locations.
- 4.10.1.30. Active/Inactive Records:** The system must enable Administrators to flag courses and records as inactive or active.
- 4.10.1.31. Enrollment Limits:** The system must enable administrators to set enrollment limits.
- 4.10.1.32. Class Status Updates:** The system must automatically update class status when status changes.
- 4.10.1.33. Assignment Tracking:** The system must track assignments/attendance.
- 4.10.1.34. Enrollment Statistics:** The system must allow instructors to review student and enrollment statistics.
- 4.10.1.35. Instructor Lists:** The system must maintain an instructor list with relevant instructor information.
- 4.10.1.36. Online Registration:** The system must provide web self-service registration capabilities that allow all defined audiences (employees, customers, and partners) to search and order from the catalog of educational offerings.

- 4.10.1.37. Supervisor Enrollment:** The system must allow learners to be registered by managers and administrators.
- 4.10.1.38. Group Enrollment:** The system must provide a capability for groups of learners to be registered in “programs”, which are made up of multiple courses.
- 4.10.1.39. Course Isolation:** The system must provide a means through which courses can be isolated from the general learner population for exclusive use of a sub-set of learners.
- 4.10.1.40. Skill to Course Linkage:** The system must provide direct linkage to the course registration area from recommended courses in the learner’s skill/competency profile.
- 4.10.1.41. Automated Notifications:** The system must provide automated learner notifications for confirmations, changes, cancellations, etc.
- 4.10.1.42. Supervisor Registration Approval:** The system must provide a comprehensive approval system prior to course confirmation that is flexible and supports more than one approval per object.
- 4.10.1.43. Supervisor Notification:** The system must provide a means whereby manager notification of course registration can be enabled/disabled depending on whether a course is on a prescribed learning path and/or there is no chargeback involved.
- 4.10.1.44. Registration Status:** The system must allow learners to view their registration status on the Web at any time.
- 4.10.1.45. Course Book Marking:** The system must support electronic “Book Marking” of web-based courses.
- 4.10.1.46. Seat Prioritization:** The system must have the capability to reserve class seats for specific types of users.
- 4.10.1.47. Waitlist Support Notification:** - The system must support course waiting lists and automatically notify individuals on a waiting list when they advance to primary status.
- 4.10.1.48. Class Notifications:** The system must provide a means by which notifications can be configured for “low enrollment” and “class full” information to facilitate enrollment management.
- 4.10.1.49. Class Size:** The system must provide a means for specifying and enforcing minimum and maximum class size limits.
- 4.10.1.50. Course Material:** The system must provide a means for Students to print out applicable course material once they have enrolled in a course.

4.10.2. Tracking Requirements:

- 4.10.2.1. Progress Tracking:** The system must track all course progress.

- 4.10.2.2. Assessment/Test Tracking:** The system must track all assessment results, pre-tests, post-tests, embedded course assessments, etc.
- 4.10.2.3. Time Statistics:** The system must track all timeframes in performing an Online course, start time, stop time, elapsed time, completion time, etc.
- 4.10.2.4. Course History:** The system must maintain all courses' historical information including when started, when completed, enrollment, open/closed status, etc.

4.10.3. Reporting Requirements:

- 4.10.3.1. Pre-Defined Reports:** The system must allow pre-defined reports to be modified.
- 4.10.3.2. 3rd Party Reporting Support:** The system must allow the creation of reports using 3rd party tools.
- 4.10.3.3. Spreadsheet Support:** The system must allow reports to be exported to Excel spreadsheet and CSV format.
- 4.10.3.4. Automatic Reports:** The system must provide the capability for reports to be automatically generated and “pushed” or “published” to the user's, manager's, or administrator's desktop.
- 4.10.3.5. Report Security:** The system must provide a means for all reports (whether standard or modified with reporting tools by system administrators) to be made available online in a secure manner and be requested using comprehensive report criteria – without requiring an understanding of third party reporting tools.
- 4.10.3.6. Online Reports:** The system must provide for report results to be viewed online, printed or exported.
- 4.10.3.7. Scheduled Reports:** The system must provide the capability for system notifications (fax or e-mail) can be automatically generated as “triggered” (event specific) or “periodic” (scheduled) events.
- 4.10.3.8. Ad-Hoc Reporting:** The system must provide for ad-hoc reporting to allow for quick custom reporting.

4.10.4. Course Delivery/Course Launch Requirements:

- 4.10.4.1. Learner Tracks:** The system must allow for the development/delivery of learner content with different “learner tracks”.
- 4.10.4.2. Pre-Testing:** The system must provide for pre-testing to determine a recommended learning path, and post-testing to support remedial learning paths.
- 4.10.4.3. LMS Launch:** The system must allow all courses, including those that are online/web-based, to be launched or otherwise fulfilled from within the learning management system.

- 4.10.4.4. Learning Types:** The system must support synchronous and asynchronous learning.
- 4.10.4.5. Course Progress:** The system must be capable of tracking course progress.
- 4.10.4.6. CD ROM Courses:** The system must be able to secure, control and launch CD ROM content downloaded to the Learning Management System.
- 4.10.4.7. Online ILC:** The system must support online instructor led courses.

4.10.5. Assessment/Testing Requirements:

- 4.10.5.1. Assessment/Test Question Types:** The system must support the following question formats: multiple-choice format, true/false, fill-in blank, multiple multiple-choice, drag-and-drop, short answer, and “click on a hotspot.”
- 4.10.5.2. Assessment/Test Media:** The system must allow test questions to include graphics, animations, audio, flash, or video.
- 4.10.5.3. Random Questions:** The system must support capabilities for randomizing test questions.
- 4.10.5.4. Assessment/Test Pools:** The system must allow questions to be grouped into test pools and reused.
- 4.10.5.5. Interactive Scoring:** The system must provide interactive scoring and feedback.
- 4.10.5.6. Question Hints:** The system must allow questions to include hints to learners.
- 4.10.5.7. Assessment/Test Attempts:** The system must be capable of limiting the number of test attempts.
- 4.10.5.8. Practice Assessments/Tests:** The system must provide opportunities for practice (un-scored) tests.
- 4.10.5.9. Essay Questions:** The system must allow and facilitate the grading of essay questions by instructors.
- 4.10.5.10. Grading Criteria:** The system must provide a means for grading criteria to be adjusted.
- 4.10.5.11. Remedial Feedback:** The system must provide remedial feedback based on test results.
- 4.10.5.12. Questions Weighting:** The system must allow questions to be weighted differently.
- 4.10.5.13. Content Development:** The system must support reporting to determine the efficiency of content development progress.
- 4.10.5.14. Course Tracking:** The system must be capable of tracking course progress, assessments and completion regardless of course format.

- 4.10.5.15. Automated Assessment/Test Recording:** The system must automatically record test scores from standards compliant content and update profiles according to system rules.
- 4.10.5.16. Multiple Assessment/Test Types:** The system must support multiple assessment types including self-assessment, manager assessment or peer assessments.
- 4.10.5.17. Assessment/Test Linking:** The system must permit Pre and Post assessments to be linked to skills and competencies – providing an educational dynamic for quantifying and automatically updating a learner’s skills profile.
- 4.10.5.18. Tailored Assessment/Test:** The system must allow assessment methods to be separately tailored to internal learners, customers and extended enterprise partners.
- 4.10.5.19. Built-In Testing:** The system must contain its own testing functionality (primary testing function or as a supplement to tests incorporated into learning modules).
- 4.10.5.20. Assessment/Test Creation:** The system must allow tests to be composed of any combination of multiple choice, true/false, fill -in-the-blank, multiple multiple-choice, drag-and-drop, short answer or “click on a hotspot” questions.
- 4.10.5.21. Assessment/Test Recording:** The system must provide a method of readily inputting results of paper-based tests into the Learning Management System.
- 4.10.5.22. Assessment/Test Timing:** The system must allow assessments to be performed before, during and after course participation.
- 4.10.5.23. Assessment/Test Time Frames:** The system must support the ability to define start and end times of tests and enforce them.
- 4.10.5.24. Assessment/Test Time Restrictions:** The system must be capable of restricting access to tests before appropriate testing time.
- 4.10.5.25. Assessment/Test History:** The system must maintain all learners’ historical transcripts.

4.10.6. Course Evaluation/Testing/Course Management Requirements:

- 4.10.6.1. Online Course Evaluations:** The system must allow online course evaluations to be in a structured format for ease of analysis.
- 4.10.6.2. Recording Evaluations:** The system must provide for evaluation results to be stored in a database and made available for online review and analysis.
- 4.10.6.3. Evaluation Analysis:** The system must provide the capability for evaluations to be exported for supplemental analysis and reporting.

4.10.7. e-Learning Requirements:

- 4.10.7.1. Standard Support:** The system must provide the capability to deploy and track AICC and SCORM 1.2 or higher web-based courses.

- 4.10.7.2. 3rd Party Training:** The system must support course content from third-party vendors including Mindleaders.com.
- 4.10.7.3. Course Creation:** The system must support courses developed in ToolBook, Authorware, Dreamweaver , and Flash and other authoring tools.
- 4.10.7.4. Course Formats:** The system must support the uploading of Adobe PDF, Microsoft Word and PowerPoint documents as informal courses.
- 4.10.7.5. Book Marking Support:** The system must support book marking within web-based courses.

4.11. Content Management Requirements:

- 4.11.1. Content Formats:** The system must support output to the following formats: AICC/SCORM 1.2 standards or above, Microsoft Word, printable version, CD-ROM/offline.
- 4.11.2. Plug-ins:** The system must not require use of plug-ins.
- 4.11.3. WYSIWIG:** The system must provide an online WYSIWYG environment for creating/editing content.
- 4.11.4. Storyboarding:** The system must support offline storyboarding in Microsoft Word or other text based editor.
- 4.11.5. Importing:** The system must support importing of PDF/Word/PowerPoint source material.
- 4.11.6. Template Authoring:** The system must support template -based authoring.
- 4.11.7. Template Modification:** The system must provide for revision of existing templates and creation of new templates in a WYSIWYG environment, without relying on the vendor.
- 4.11.8. Reusable Objects:** The system must support creation and deployment of reusable learning objects (by reference and by copy).
- 4.11.9. Content Management:** The system must facilitate management of content development through workflow capabilities, including assignment and scheduling capabilities (with e-mail notification).
- 4.11.10. Version Control:** The system must support version control.
- 4.11.11. File Formats:** The system must support common file formats (streaming media, flash, graphics, audio, animations, etc.).
- 4.11.12. Simulations:** The system must provide a tool for more efficiently developing “system simulations” into the LCMS course.
- 4.11.13. AICC:** The system must be compliant with AICC content standards.
- 4.11.14. IEEE:** The system must be compliant with IEEE content standards.

4.11.15. IMS: The system must be compliant with IMS content standards.

4.11.16. ADL: The system must be compliant with ADL (Advanced Distance Learning) content standards.

4.12. System Administration Requirements:

4.12.1. Blended Learning: The system must support the creation, deployment and tracking of blended learning curricula, including ILT, synchronous, asynchronous, knowledge documents, Classroom, Videoconference, Mentor, Practice/Application, Labs, Group Activities, Self Study, Job Shadow, Chat/Discussion Groups, Outside Vendors, etc.

4.12.2. Prerequisites: The system must be capable of setting prerequisites.

4.12.3. Training Plan Tracking: The system must allow and facilitate the creation and tracking of training plans.

4.12.4. Customizable Curricula: The system must allow and facilitate the creation of customizable curricula for individuals and groups.

4.12.5. Single Course Catalogue: The system must provide a single course catalogue that can accommodate all delivery methods including ILT, CBT, printed materials, WBT, etc.

4.12.6. Course Resource Allocation: The system must support the allocation of classroom and instructor resources when a Course Session (Class) is setup.

4.12.7. Course Materials: The system must display online links to course materials (documentation, prerequisite structures, tests/assessments, glossaries, etc.)

4.12.8. User-Friendly Interface: The system must provide a user-friendly interface for administrators – no programming skills required.

4.12.9. Remote Course Administration: The system must support a means by which administration of courses and classes can be performed remotely.

4.12.10. Appropriate Notifications: The system must provide a capability by which course schedule changes/cancellations generate appropriate notifications, change summaries and changes to resource status.

4.12.11. Course Outlines: The system must facilitate the maintenance of course abstracts and outlines.

4.12.12. Course Equivalencies: The system must support course equivalencies as a method of providing learners with choices for alternate learning content.

4.12.13. Multiple Sessions: The system must provide a capability for multiple sessions of the same course to be scheduled, and tracked, for the same day.

4.12.14. Course Standards Support: The system must support Advanced Distributed Learning (ADL) Sharable Content Object Reference Model, SCORM 1.2 standards or above, for deployment and tracking of distributed learning content.

4.12.15. Master Schedule: The system must support a master calendar that allows DWS to define holidays, vacation, and non-working days.

4.12.16. Multiple Calendars: The system must support multiple calendars for Trainers, Training Classes, etc that incorporate information from the master calendar.

4.13. User Management Requirements:

4.13.1. HRM Integration: The system must be capable of being readily interfaced to an organization's HRM systems to extract and maintain learner's personal information (name, employee #, cost center, manager, job role, telephone, e-mail, etc.)

4.13.2. Administrator Search: The system must allow search capability for administrators/supervisors/instructors to locate a user. Search will include the ability to search by name, employee ID, Regions, Office, Job Title, Active/Inactive, probationary, position ID, group membership, supervisor, manager, trainer, mentor, etc.

4.13.3. Access Rights: The system must have security that enables an administrator access to all user records, an instructor access to students of their course, and supervisors/managers access to users within their organization. Security will allow them to update/modify user information.

4.13.4. Password Modification: The system must provide a method for allowing an administrator to modify a users password.

4.13.5. Account Activation: The system must provide a method for a users account to be activated or inactivated. Accounts that inactive are no longer accessible by the user.

- 5. Non-Mandatory Requirements:** All requirements within this section would be nice to have, but are not mandatory. A checklist for the Non-Mandatory requirements is included in the appendix. This checklist will be used by the evaluators and must be included with your response. For each requirement, describe how the proposed system meets the requirement. **Provide a descriptive response that sufficiently answers how each non-mandatory requirement is met. Responses need to begin by referencing the requirement number (i.e. 5.1.1, 5.14.1.10, etc.). Include the checklist for Mandatory Descriptive responses at the beginning of your Mandatory Descriptive responses.**

5.1. User Interface/Portal Requirements:

- 5.1.1. Personalization:** The system should provide a means for individual users to tailor the user interface to their personal needs and preferences without the need for technical staff intervention.
- 5.1.2. Context-Sensitive Help:** The system should provide a context-sensitive online help facility and should be essentially capable of “teaching itself”. Ideally, This would conceivably include multilingual capabilities.
- 5.1.3. Integrated Online Help:** The system should have an integrated online reference guides for various user roles.
- 5.1.4. Training News:** The system should have the ability for administrators to create and display training news that is displayed as part of the student’s welcome page.
- 5.1.5. Course Messages:** The system must have the ability for instructors to create and display course messages that are displayed as part of the student’s welcome page.

5.2. General Functional Requirements:

- 5.2.1. Multiple Sites:** The system should provide a means by which multiple sites can be managed from a single database.
- 5.2.2. Library:** The system should provide a “library” subsystem that tracks “self-paced” learning products that can be “checked out” by users.
- 5.2.3. Resource Conflicts:** The system should provide automatic checking for resource schedule conflicts, including all equipment, Video Conferencing, etc.
- 5.2.4. 3rd Party Costs:** The system should be capable of tracking third party vendor costs, contact information, facilities, etc.
- 5.2.5. Internal Cost Tracking:** The system should be capable of tracking internal costs of all training, regardless of whether charge backs are involved.

5.3. Employee Assessment & Gap Analysis Requirements:

- 5.3.1. 360-Degree Assessments:** The system should allow for 360-degree assessment (multi rater feedback) capabilities and reporting.

5.4. Training Requirements:

5.4.1. Registration/Enrollment Requirements:

5.4.1.1. External Customer Registration: The system should provide online registration for external customers.

5.4.1.2. Backup Notifications: The system should support secondary confirmation notifications.

5.4.1.3. Cost Center Chargeback: The system should provide authentication of learner registration.

5.4.1.4. Course Costs: The system should allow learners to view course costs at time of registration.

5.4.1.5. Enrollment Request History: The system should maintain historical information for all requests for training.

5.4.2. Course Delivery/Course Launch Requirements:

5.4.2.1. Study Aids: The system should allow learners to create personal study aids (notes, highlights, bookmarks and weblinks) in a sharable format.

5.4.2.2. Course Experts: The system should allow learners to tap into course specific expert communities.

5.4.2.3. Hardcopy Notifications: The system should be capable of generating hardcopy notifications suitable for mailing as an alternative to E-mail.

5.4.2.4. Fax Notifications: The system should support an automated fax notification process. If so what facilitating products are supported?

5.4.2.5. Collaboration: The system should support study groups and online collaboration.

5.4.2.6. Threaded Discussions: The system should be capable of retaining threaded discussions on learning material for reference.

5.4.2.7. Instructor Information: The system should possess a configurable capability to grant learners access to instructor information on all courses (past, present, future) for questions.

5.4.3. Assessment/Testing Requirements:

5.4.3.1. Complex Assessments: The system should provide the capability for more complex tests such as essay and case study tests to be submitted online to markers or instructors.

5.4.4. e-Learning Requirements:

5.4.4.1. 3rd Party Training: The system should support course content from third-party vendors such as NETg, SmartForce, SkillSoft, etc.

5.5. Content Management Requirements:

5.5.1. Web-Base Authoring: The system should provide a collaborative web-based authoring environment.

5.6. System Administration Requirements:

5.6.1. Template Scheduling: The system should support template -based course scheduling.

5.6.2. Course Indicators: The system should provide a means by which indicators for “New” or “Changed” courses can be automatically removed after a specified period of time.

- 6. Optional Hosting Requirements:** A Hosting Solution is optional and **a response is not required.** Information collected within this section will be evaluated separately. Offerors responses to Hosting are optional and will not have any impact on the scoring for other sections. Responding to the Hosting will not increase or decrease Offerors chances for winning the RFP.

6.1. General Requirements:

- 6.1.1. Set-up Fee:** Describe what is included in your set-up fee and what the costs associated with set-up are.
- 6.1.2. Hidden Costs:** Describe what additional services and costs that may be required for you to successfully host the Department of Workforce Services LMS solution.
- 6.1.3. Annual Costs:** Describe your hosting pricing and what the cost will be for the Department of Workforce services.
- 6.1.4. Number of Users:** The hosting solution you provide must support at least 2500 users. How many users can we add to the hosted system?
- 6.1.5. Training:** Describe what training is required by the Department of Workforce Services in a Hosted environment.
- 6.1.6. Auditing:** The career management system is expected to contain sensitive HR and other Department data. As a result, the Department needs to be sure that adequate EDP security measures are in effect for this sensitive data that may be processed in the vendor's hosting environment, if this option is elected
- 6.1.6.1.** If the successful vendor hosts sensitive Department data, the Department of Workforce Services reserves the right to conduct periodic audits of the adequacy and effectiveness of internal controls within the host vendor's operations.
- 6.1.6.2.** If the vendor's host environment is periodically audited by the vendor's internal audit group or is audited by an outside third party as part of their normal business operations, the Department will be provided with a copy of the final audit reports, and this report may be used in lieu of the Department conducting the previously referenced data security audits.

6.2. System Maintenance Requirements:

- 6.2.1. Servers:** Describe the hardware configuration that would be hosting the Learning Management System for DWS. Will the hardware be dedicated to DWS?
- 6.2.2. Operating Systems:** Describe what operating system will be running on the hardware. Include version numbers and associated patches.
- 6.2.3. Database:** Describe the database and version number of the database that will be used to support the hosted LMS solution.

- 6.2.4. Software:** Besides the Operating System and LMS software, Describe what additional software will reside on the Hardware and which of those will DWS have access to.
- 6.2.5. Maintenance:** Describe your maintenance procedures for maintaining a hosted Solution. Include your Back-up schedule, Fail over procedure, scheduled downtimes, and other maintenance procedures.
- 6.2.6. Disk Space Limitations:** Describe the disk space limitations that are associated with this bid and any costs that would be associated with exceeding the disk space.
- 6.2.7. Hardware Security:** Describe what security mechanisms you have in place to protect the hardware from unauthorized access to the system. Include both physical access and remote access.
- 6.2.8. FTP Access:** Describe FTP access to the hardware to allow DWS to import new curriculum and other associated materials that are required as part of the LMS solution.
- 6.2.9. Telnet Access:** Describe Telnet Access to the hardware and what rights and privileges that DWS would have.
- 6.2.10. Bandwidth:** Describe the network bandwidth that will be available to users of the DWS LMS solution.
- 6.2.11. Domain Name:** Describe how DWS users will access the hosted solution. Will DWS have a dedicated domain name or a sub-domain name specific to the State of Utah.
- 6.2.12. Monitoring:** Describe what monitoring will be performed on the Hardware and how that information is provided to the Department of Workforce Services. Include what monitoring capability will be provided to DWS system administrators.

6.3. LMS Maintenance Requirements:

- 6.3.1. LMS Security:** Describe how security will be handled to prevent un-authorized access to the LMS system. Who within your organization will have access to our data within the LMS system and to what extent?
- 6.3.2. Accessibility 24x7:** Describe accessibility of the system and scheduled maintenance of the hardware to ensure that the system is up 24x7.
- 6.3.3. HRM Integration:** Describe how a hosted solution will interface with the HRM system for the Department of Workforce Services. Describe how confidential HRM system data will not be stored within the hosted solution and how the shared data is keep in sync.
- 6.3.4. Product Customization:** Describe what product customization is available in addition to customization that is provided as part of the initial set-up charges. Describe which of these customization options can be performed by the Department of Workforce Services.
- 6.3.5. Courseware Updates:** Describe the process that we will need to perform to install new curriculum, update existing curriculum, or remove outdated curriculum.

6.3.6. 3rd Party Integration: Describe how a hosted solution will integrate curriculum solutions from 3rd Party Integrators. In particular how does your solution interface with Mindleaders.com?

7. Consulting Services Responses: If consulting service are required as

This section of the RFP deals with the services required for installing and configuration of the selected CMS system. All Consulting Services that do not come with the purchase of the CMS system need to be detailed. The overall cost with implementing the CMS system will include both the software costs and the consulting services costs. Software costs and consulting costs will be considered separately. An Offerors software response may be accepted, while the consulting costs may not be accepted.

Response to this request for proposal must include:

- A high-level project plan including the project duration and estimated number of man hours (State and Consultant hours)
- Names of the consultant staff that will be assigned and their related skill sets and experience. Any substitution of proposed personnel during contract performance which is different from those proposed in the RFP response requires the joint agreement between DWS product manager and the contractor's manager.
- A response to each Services Requirements listed in this section of the document
- References from clients for whom the consultant has performed similar services
- Itemized cost break down in the prescribed format (See Schedule 13 of Project Costs attached) including any assumptions that impact the proposed cost

Project completion – The project will be considered complete when: 1) All the specified functionality has been successfully tested and moved to our production instance, 2) Documentation has been reviewed and approved, 3) At least 10 students have successfully registered in a course, successfully taken the course, and the results successfully (automatically) recorded for the student and 4) A management report is successfully run in production.

7.1. Product Management Coordination with Department: The Department and vendor plan a successful product implementation. However, to assist successful product implementation, provide sufficient high-level oversight of the vendor's product for the Department, and assure clear lines of responsibility and authority, the following shall occur:

7.1.1. Department Product Oversight and Coordination Manager. The Utah Department of Workforce Services shall designate a Department Product Oversight and Coordination Manager, who will be responsible for coordination with the vendor for day to day activities under the contract. The Department Product Oversight and Coordination Manager's responsibilities shall include, but are not limited to: review of vendor provided project status reports; review and acceptance of vendor tasks and deliverables; resolution of system design or other project issues needed by the vendor on behalf of the Department; and also serve as the primary Department contact with the contractor.

7.1.2. Contractor Project Manager: The Contractor is required to identify in its bid proposal one individual who will manage the project for the contractor and be responsible for all aspects of the

contractor's performance in connection with all deliverables, on-site vendor personnel, and services provided as a result of this RFP.

7.2. Installation Requirements:

7.2.1. Hardware: Describe changes that may be necessary to DWS hardware configurations to support your proposed CMS implementation. Does your implementation require Hardware consulting services? Detail all hardware consulting costs associated with consulting services.

7.2.2. Software:

7.2.2.1. CMS: Describe consulting services associated with the installation of the CMS system.

7.2.2.2. Database: Describe consulting services associated with the installation of the CMS system that are required for integration with the DWS database. What database support will be required by DWS staff?

7.2.3. Documentation: Describe consulting services associated with documenting DWS specific installation documentation.

7.3. Configuration Requirements:

7.3.1. CMS System: Describe consulting services necessary for configuring the CMS system. Describe what configuration changes need to be made and the estimated amount of time to complete the changes. Will changes made during the consulting services require needing to be modified when upgrading to newer version of the CMS system? If so, describe what changes will be required.

7.3.2. Administration: Describe consulting services necessary for initial configuration changes to the administrative portion of the CMS system. What administrative components will need to be maintained by DWS once the consulting services has completed?

7.3.3. Documentation: Describe consulting services associated with documenting DWS specific installation documentation.

7.4. Integration Requirements:

7.4.1. HRM: Describe consulting services necessary for integrating the CMS system with the DWS HRM system. Describe how ongoing information exchanges will be performed between the CMS and the HRM system.

7.4.2. Payroll: Describe consulting services necessary for integrating the CMS system with the State of Utah SAP/HR payroll system.

7.4.3. E-mail: Describe consulting services necessary for integrating the CMS system with DWS Novell GroupWise email services.

7.4.4. Calendar: Describe consulting services necessary for integrating the CMS system with DWS Novell GroupWise calendar services.

7.4.5. Curriculum: Describe consulting services necessary for integrating the CMS system with DWS curriculum courses that have already been created.

7.4.6. Mindleaders.com: Describe consulting services necessary for integrating the CMS system with Mindleaders.com online courses. Are additional consulting services with Mindleaders.com required?

7.4.7. Documentation: Describe consulting services associated with documenting DWS specific installation documentation.

7.5. Training Requirements:

7.5.1. CMS: Describe consulting services for training DWS on the CMS system.

7.5.2. Administrator: Describe consulting services for training DWS on the administrative functions for the CMS system.

7.5.3. Instructor: Describe consulting services for training DWS Instructors.

7.5.4. Train the Trainer: Describe consulting services for training DWS Instructors to be able to train other instructors on how to train for the DWS CMS system.

7.5.5. Student: Describe consulting services for training DWS students that will be using the CMS system.

7.5.6. Documentation: Describe consulting services associated with documenting DWS specific installation documentation.

8. Proposal Preparation and Submission Instructions

8.1. Organization of Proposal. In order to be deemed responsive to this RFP, the Offeror must divide their proposal into the following five sections.

This RFP contains sections for Descriptive Responses, Mandatory Descriptive Responses, Non-Mandatory Descriptive Responses, Hosting Requirements, and Consulting Services. Offerors responding to this RFP must submit proposals for Software and Consulting Services. Offerors may also submit a response to the Optional Hosting service. For each response type that the Offeror chooses to respond to, the following criteria is required:

- **Software and Consulting:** Must respond to section 3 (Descriptive Responses), section 4 (Mandatory Descriptive Requirements), section 5 (Non-Mandatory Descriptive Responses), and section 7 (Consulting Services). Although Consulting Services may be a separate contract, all respondents to the Software must also respond to Consulting.
- **Optional Hosting:** Must respond to section 6 (Optional Hosting)

8.1.1. RFP Form (Section 1 of 6): The State's RFP form shall be completed and signed by a representative authorized to bind the Offeror.

8.1.2. Executive Summary (Section 2 of 6): The one or two page executive summary will briefly describe the Offeror's proposal. The summary should highlight major features of the proposal. It must indicate any requirements that cannot be met by the Offeror. Members of the evaluation team should be able to determine the essence of the proposal by reading the executive summary. Proprietary information reports should be identified in this section.

Include information about what response type (Software, Consulting, and/or Hosting) and the section(s) responding to.

8.1.3. Detailed Response (Section 3 of 6): This section should constitute the major portion of the proposal and must contain at a minimum, the following information:

8.1.3.1. A complete narrative of the offeror's assessment of the software and work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations. Clearly indicate any options or alternatives proposed.

8.1.3.2. A specific and descriptive point-by-point response, in the order listed, to each requirement in the RFP. Those requirements are defined in sections 3 (Descriptive Responses), 4 (Mandatory Descriptive Responses), 5 (Non-Mandatory Descriptive Responses), 7 (Consulting Services), and if appropriate, 6 (Optional Hosting).

8.1.4. Cost Proposal (Section 4 of 6): Cost will be evaluated independently from the technical proposal. The following detailed information must be included in your response.

8.1.4.1. Licensing and Pricing: Describe your company's licensing and pricing model. Your pricing model should provide a phased deployment for each application solution described in

your response. All responses must describe per seat, per user, and per employee, as additional Departments within Utah State Government adopt the DWS Implementation.

8.1.4.2. Proposed Pricing: Please provide detailed, itemized proposed pricing. Include proposed pricing proposal software, implementation, training, and support/maintenance pricing, as applicable. Please enumerate all costs in the appropriate format as described in Sections 12, and 13 - Cost Proposal Forms.

8.1.5. Reference Material (Section 5 of 6):

8.1.5.1. Provide names and contact information of three (3) references concerning knowledge, skills, abilities, and experience in working on similar projects. Three (3) references are required for each proposal type proposing (Software Solution, Consulting Services, or Hosting). If proposing more the one type, references may be the same across the different types.

8.1.6. Financial Statement (Section 6 of 6):

The proposing business entity or entities must provide background information that describes the business entity or entities making the proposal. This should include reference material that describes its size, financial condition, and current financial statements. This information will be reviewed by the State to assure that we may enter into a business relationship with a financially viable, going concern business entity. Basic information (name, address, contact information, etc.) about proposing business entities is normally provided on the State's standard RFP agency contract form. Financial condition information must be provided in one of two alternate ways:

- (1) For non-publicly traded businesses, proposing firms should provide the following:
 - a. Name of entity that will sign the contract, if any.
 - b. Most recent quarterly or annual Balance Sheet of the entity that will sign the contract, if any.
 - c. Most recent quarterly or annual Statement of Income of the entity that will sign the contract, if any.
 - d. Most recent quarterly or annual Statement of Changes in Financial Position of the entity that will sign the contract, if any.
 - e. Most recent annual audit report of the entity that will sign the contract, if any.
 - f. Most recent notes to financial statements previously described, for the entity that will sign the contract, if any.
 - g. Most recent summary of significant account policies for the financial statements previously described, for the entity that will sign the contract, if any.
- (2) For a publicly traded business for which financial information, including SEC filings, are readily available via the Internet, proposing firms may meet this requirement by clearly referencing their NYSE, ASE, NASDAQ, OTC, or other exchange common stock trading symbol, for the entity that will sign the contract, if any. Proposing firms that utilize this option are not required to provide the same information described in (1) above, only the reference to their stock trading symbol.

This information will only be used to make a “go or no-go determination” whether the State should proceed further in the proposal evaluation process with the proposing vendor. If it is determined, based on generally accepted criteria, that the proposing entity’s financial viability is questionable, the proposal will be eliminated for further consideration and will not be scored. This may be implemented if it is determined that the proposing business entity may not be an on-going concern in the near future, as may be indicated in their audit reports, etc.. If the State makes a determination that the firm’s financial viability is not a concern, this financial condition information will not be used in the scoring of the proposals by the evaluation team.

8.2. Preparation of Proposals. These are general guidelines concerning preparation of proposals, in addition to the specific mandatory requirements described for each response type; Software in section 4, Consulting in section 7 and Hosting in section 6.

8.2.1. Prepare Simple and Economical Proposals: Proposals should be prepared simply and economically, providing a straightforward, concise description of the capabilities of the Offeror. Emphasis should be on completeness and clarity of content.

8.2.2. State Not Liable for Vendor Costs to Prepare Proposals: The State is not liable for costs incurred by Offeror’s prior to the issuance of any agreement or contract, nor will State pay for information solicited or obtained.

8.2.3. Optional Attendance Vendor Pre-Proposal Conference: An optional attendance Pre -Proposal Conference for this solicitation will be held 10 am – 1pm Thursday February 12, 2004 in Conference Rooms 157 A and 157 B at the Department of Workforce Services – located at **1385 South State Street**, Salt Lake City, Utah (not at the DWS main offices).

8.2.4. Deadline for Pre-Submission of Questions for Pre-Proposal Conference: All technical and general questions, or requests for clarification, regarding any aspect of the proposal should be made in writing, via postal mail, e -mail, or FAX (FAX: 801-526-9211), and received no later than 5:00 pm on Friday, February 6, 2004. The preferred method to submit questions or requests is via e-mail to alancarlson@utah.gov. Responses to questions will be provided at the Pre -Bid Conference to all attendees and also interested parties by posting both questions, answers, and other items discussed via the State Purchasing website as an addendum to the RFP. If an advance pre-submission is not done, questions and clarifications may also be addressed to and by the State at the Pre -Bid Conference. **Additional questions and clarifications will not be considered by the State after completion of the scheduled Pre-Bid Conference.**

8.2.5. State’s Right to Amend RFP: The State reserves the right to amend this RFP at any time prior to the due date. Any addenda containing revisions will be furnished to all prospective firms via posting of the addenda on the State Purchasing web site.

8.2.6. Proprietary Information: The proposal of the successful Offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. Offerors must clearly identify in the executive summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The executive summary must contain

sufficient justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of Utah and may be returned only at the State's option.

8.3. Submission of Proposal:

8.3.1. Proposal Format Must be Followed: In order to be considered for selection, Offeror must submit a response using the format specified in this RFP.

8.3.2. Proposals Must be Received Timely: Proposals must be received by State Purchasing and be stamped "received" on or before 3 PM, Tuesday, February 24, 2004. Proposals received after the deadline will be late and ineligible to receive further consideration.

8.3.3. Proposals Sent to and Number of Copies: Proposals must be submitted to Utah State Purchasing with an original and seven (7) additional copies. Proposals must be sent to:

State of Utah Division of Purchasing
3150 State Office Building, Capitol Hill
Salt Lake City, Utah 84114-1061

8.3.4. RFP Reference Number on Sealed Proposals: The RFP reference number must appear on the envelope or box containing your proposal.

8.3.5. State Reserves Right to Waive Irregularities in Proposals: The State reserves the right to waive any irregularity in any proposal received, or negotiate changes with the Offeror, if it is in the State's best interest to do so.

8.3.6. State Reserves Right to Reject Proposals: The State reserves the right to reject any and all proposals received in response to this RFP.

9. Proposal Evaluation and Selection Procedures:

- 9.1. Objective:** The objective of the proposal evaluation and selection process is to select the Offeror whose proposed solution and/or services have the highest degree of reliability and whose performance can be expected to best meet the State's requirements at the lowest overall cost to the State.
- 9.2. Initial Evaluations:** Each proposal will first be evaluated against Financial Background. This information will be used for a "go or no-go" whether the State should proceed further in evaluating the proposal. Each proposal will also be evaluated against the mandatory proposal requirements. Proposals that fail to comply with mandatory requirements will be rejected and will not receive further consideration.
- 9.3. Detailed Evaluation:** A detailed scoring evaluation will be conducted for those proposals that have passed the initial evaluation. The scoring evaluation will be accomplished in a consistent, uniform manner for all proposals. A Source Selection Evaluation Team will be established. Members of the team will score each proposal according to pre-established evaluation criteria and weights for relative importance. Scores from each team member will be combined into a composite score for each offer.
- 9.4. CMS Software Finalists:** Upon completion of the detailed scoring, the Source Selection Evaluation Team may choose up to 4 Offerors who meet all of the mandatory requirements and have the highest composite score, to become finalists. Finalist may then be required to make oral presentations. Finalists that fail to comply with oral presentation requirements will be rejected and will not receive further consideration.
- 9.5. Source Selection Evaluation Team:** The team will be composed of at least five evaluators.
- 9.6. CMS Software and Consulting Services Evaluation Criteria:** The following criteria with associated weights shall be used in the CMS Software detailed evaluation.
- 9.6.1. Cost Proposal: This area shall have a weight of 35%.** Cost shall be evaluated to determine reliability; completeness to ensure that all aspects of cost have been considered; and that proposed costs are reflective of current market conditions. The Offeror who has the lowest cost shall receive the highest cost proposal evaluation points.
- 9.6.2. Descriptive Responses: This area shall have a weight of 15%.** The Offeror who has the most complete and best response will receive the most points. Items that are not responded to will not be given points. A checklist is provided in the appendix for indicating your descriptive responses.
- 9.6.3. Mandatory Descriptive Responses: This area shall have a weight of 20%.** The Offeror must respond to each item in the Mandatory Descriptive Responses in section 4. A checklist is provided in the appendix for reporting compliance.
- 9.6.4. Non-Mandatory Descriptive Responses: This area shall have a weight of 5%.** The Offeror should respond to each item in the Non-Mandatory Descriptive Responses in section 5. A checklist is provided in the appendix for reporting responses. Points will be awarded for each item that complies. Items that do not apply will not be awarded any points.

9.6.5. Installation: This area shall have a weight of 3%. Consulting requirements defined in section 7.1 are descriptive responses. The Offeror who has the most complete and best response will receive the most points.

9.6.6. Configuration: This area shall have a weight of 6%. Consulting requirements defined in section 7.2 are descriptive responses. The Offeror who has the most complete and best response will receive the most points.

9.6.7. Integration: This area shall have a weight of 10%. Consulting requirements defined in section 7.3 are descriptive responses. The Offeror who has the most complete and best response will receive the most points.

9.6.8. Training: This area shall have a weight of 3%. Consulting requirements defined in section 7.4 are descriptive responses. The Offeror who has the most complete and best response will receive the most points.

9.6.9. Demonstrated Experience: This area shall have a weight of 3%. The description and reference lists of previous work related to this proposed project and development tools will be evaluated. The Offeror with the most experience and expertise in this type of project and tool set shall receive the highest score in this area. The Offeror must specifically state the individual that will be working on the project, and describe the skills of the person.

9.6.10. Criteria Scoring: For all criteria, scoring will range from zero (0) (non-responsive) to five (5) (excellent). Raw scores will be multiplied by the relative weight to determine a score for each criterion.

9.7. Optional Hosting Evaluation Criteria: The following criteria with associated weights shall be used in the Hosting detailed evaluation. Only responses from the Offeror who is awarded the Software portion of this RFP will be considered. Potential Offerors who only provide Hosting Solutions must propose their solution as a sub-contractor to the prime bidder for the Software.

9.7.1. Cost Proposal: This area shall have a weight of 35%. Cost shall be evaluated to determine reliability; completeness to ensure that all aspects of cost have been considered; and that proposed costs are reflective of current market conditions. The Offeror who has the lowest cost shall receive the highest cost proposal evaluation points.

9.7.2. General Requirements: This area shall have a weight of 15%. Each item listed within the Hosting General requirements is the minimum requirements acceptable for the proposed solution. In order to be considered acceptable or potentially acceptable, your bid must meet these criteria.

9.7.3. System Maintenance: This area shall have a weight of 25%. Each item listed within the Hosting System Maintenance requirements is the minimum requirements acceptable for the proposed solution. In order to be considered acceptable or potentially acceptable, your bid must meet these criteria.

9.7.4. LMS Maintenance: This area shall have a weight of 25%. Each item listed within the Hosting LMS Maintenance requirements is the minimum requirements acceptable for the proposed

solution. In order to be considered acceptable or potentially acceptable, your bid must meet these criteria.

9.7.5. Criteria Scoring: For all criteria, scoring will range from zero (0) (non-responsive) to five (5) (excellent). Raw scores will be multiplied by the relative weight to determine a score for each criterion.

9.8. Oral Presentations: Offerors whose proposals are determined to be reasonably viable of being selected for contract award (a finalist) may be required to deliver oral presentations to the Source Selection Evaluation Team. Presentations will be for the purpose of clarifying an understanding of requirements, technical background, previous experience with similar projects, or other aspects of the proposal. Proposals may be accepted without oral presentations. Scoring will be finalized using the above criteria after oral presentations, if any, using the above criteria. Oral presentations will be made at the Offeror's expense.

9.9. Selection:

9.9.1. Offeror Achieving Highest Score: The Offeror achieving the highest overall score will be selected for contract award.

9.9.2. Notification to Unsuccessful Offerors: Unsuccessful Offerors will be notified in writing.

9.10. Formal Debriefings: A formal debriefing of the Offeror's proposal evaluation is not planned. Written questions pertaining to the successful Offeror's proposal are permitted and will be answered promptly in writing.

10. Product Testing and Final Contract Award - Letter of Intent, Product Testing and Final Contract Award

If it is determined that your solution meets the mandatory requirements and you have the highest score, you will be asked to supply a trial copy of the proposed software. State personnel will install and perform a proof of concept test of the proposed software. You will also be asked to provide technical assistance during the proof of concept test period. The purpose of the trial is to ensure that the selected product meets or exceeds the State's requirements.

A letter of intent from the State of Utah will be produced indicating that a contract with you may or may not be signed upon the successful completion of product testing. If for any reason the customer support or the software tested does not perform to the State's satisfaction, the next best vendor will be given the opportunity to install and configure, following the same testing and evaluation procedure. This process will continue until the State is satisfied with the results. An interim contract may be established for the configuring of the prototype and subsequent testing. Installation, and subsequent de-installation, if necessary, will be performed at no cost to the State

You should recognize that the State reserves the right to award, or not to award, the contract, in part or in whole, and makes no guarantee to purchase. The State reserves the right to reject any and/or all bids received as a result of this RFP.

11. Contract Award: The State of Utah’s Division of Purchasing and General Services will complete the contract award.

11.1. The Contract: State of Utah Contract Form F184: The standard State Division of Finance Form F184, “State of Utah Contract” will be used as a contract document, with the following additions incorporated as part of the contract awarded, if any:

11.1.1. Original RFP and any Amendments to the RFP.

11.1.2. RFP Pre -Bid Vendor Conference Questions and Meeting Minutes.

11.1.3. Offeror’s Response to the RFP.

11.1.4. *State Division of Purchasing Standard Terms and Conditions.*

11.1.5. *Utah Department of Workforce Services Standard Terms and Conditions.*

11.2.Payment Schedule: Payments to the Contractor shall be made within thirty (30) days of receipt by the State of an accurate invoice and Product Manager certification of acceptable completion of work based upon receipt of a detailed invoice from the contractor.

11.3.Wages: The Contractor shall be responsible for all applicable company wages and taxes in accordance with Federal, State, and local laws and ordinances.

11.4.Invoicing: The Contractor shall submit invoices for authorization to pay to:

Utah Department of Workforce Services
Attn: Russell Smith
140 East 300 South
Salt Lake City, Utah 84111

11.5.Payment of Invoices: Payment of invoices will be sent via mail, or may be paid electronically at the discretion of the State. The State reserves the right to correct invoices. Each invoice must contain a unique invoice number and a customer account number, plus detail of work completed (e.g. time x rate).

11.6.Non-Assignment: The Contractor shall not sublet, assign, or transfer any part of this contract without prior written approval from the Purchasing Agent of the Product Manager of the Utah Department of Workforce Services. The provision of monies due under this contract shall not be assignable without prior written approval from the Purchasing Agent and the Product Manager of the Utah Department of Workforce Services.

11.7.Complete Contract: This contract is intended by the parties as a final expression of their agreement, and supersedes all prior communications, representations and agreement, oral and written, between the parties with respect to the subject matter contained herein. The parties also intend this contract to be a complete and exclusive statement of the terms of their agreement. This contract may not be modified or terminated orally, and no claimed modification, rescission, or waiver shall be binding on the STATE unless in writing, signed by a duly authorized representative of the STATE.

12. Sample of CMS Software and Consulting Services Cost Proposal Format:

CMS SOFTWARE AND CONSULTING SERVICES COST PROPOSAL

Bidder Name: _____

1. Provide a price bid for a license for the products identified in your technical offer. This price bid must also include the first year of maintenance and support fees. Attach a detailed offer that specifies what is included with this bid.

Software licensing fee, system interfaces, included training, and installation with first year of maintenance included:

\$ _____

2. Provide pricing for maintenance and support fees for the second through fifth year of product ownership.

Maintenance and Support Fees – Year 2 \$ _____

Maintenance and Support Fees – Year 3 \$ _____

Maintenance and Support Fees – Year 4 \$ _____

Maintenance and Support Fees – Year 5 \$ _____

3. Provide pricing (hourly rate and total costs) for consulting for work described in the Consulting Services Section of this Request for Proposal.

Installation \$ _____ / hour \$ _____

Configuration \$ _____ / hour \$ _____

Integration \$ _____ / hour \$ _____

Training \$ _____ / hour \$ _____

Other (Please describe) \$ _____ / hour \$ _____

Total Consulting Services \$ _____

4. List the estimated amount of time the will be need to perform each of the consulting tasks:

Installation: _____ day(s) Configuration: _____ day(s)

Integration: _____ day(s) Training: _____ day(s)

Other: _____ day(s)

5. Provide a per person training cost for any training that is recommended for employees that will be responsible for the installation and operation of the products included in this offer.

\$ _____

13. Sample of CMS Optional Hosting Cost Proposal Format:

OPTIONAL HOSTING COST PROPOSAL

Bidder Name: _____

Only those Offerors bidding for the Hosting Option need respond. Pricing for Hosting is not to be included with the Software and Consulting Services proposal. DWS and the State of Utah reserve the right to reject any and all Hosting Options. Responding to the Hosting Option will neither improve or decrease your chances of winning the Software and Consulting bid. Only Hosting Options from the winner of the Software and Consulting bid will be considered.

1. Provide a price bid Hosting as identified in your technical offer. This price bid must also include the first year of maintenance and support fees.

Installation, licensing fees (not associated with CMS Software License), system interface, integration, set-up fees and any other costs. Also include first year of maintenance costs:

\$ _____

2. Provide pricing for maintenance and support fees for the second through fifth year of product ownership.

Hosting Maintenance and Support Fees – Year 2 \$ _____

Hosting Maintenance and Support Fees – Year 3 \$ _____

Hosting Maintenance and Support Fees – Year 4 \$ _____

Hosting Maintenance and Support Fees – Year 5 \$ _____

3. Provide pricing for maintenance and support fees for the second through fifth year of product ownership.

Number of concurrent users included in initial costs _____

Additional user costs 1 User \$ _____

10 Users \$ _____

100 Users \$ _____

1000 Users \$ _____

4. Provide a per person training cost for any training that is recommended for employees that will be responsible for the hosting of the products included in this offer

\$ _____

14. Sample of References Information:

Provide three corporate customer references using the format below:

Client Name: _____

Contact Name and Title: _____

Contact Address: _____

Contact Telephone Number: _____

Contact E-mail Address: _____

Client Name: _____

Contact Name and Title: _____

Contact Address: _____

Contact Telephone Number: _____

Contact E-mail Address: _____

Client Name: _____

Contact Name and Title: _____

Contact Address: _____

Contact Telephone Number: _____

Contact E-mail Address: _____

**DWS Career Management System Software and Consulting Services
RFP EVALUATION SCORESHEET**

Firm Name:

Evaluator:

Date:

Score will be assigned as follows:

0 = No response, no experience, not qualified

1 = Inadequate, fails to meet needs

2 = Fair, partially responsive

3 = Acceptable, meets minimum requirements

4 = Above average, exceeds minimum in some areas

5 = Extensive experience, excellent quality

	Score (0-5)	Weight	Points
Descriptive Responses (25 points possible)		5.0	
Mandatory Descriptive Requirements (30 points possible)		6.0	
Non-Mandatory Descriptive Responses (10 points possible)		2.0	
Installation (3 points possible)		0.6	
Configuration (6 points possible)		1.2	
Integration (10 points possible)		2.0	
Training (3 points possible)		0.6	
Demonstrated Experience (3 points possible)		0.6	
Cost - To be completed by Division of Purchasing (35 points possible)			
TOTAL SCORE:			

**DWS Career Management System Optional Hosting
RFP EVALUATION SCORESHEET**

Firm Name:

Evaluator:

Date:

Score will be assigned as follows:

0 = No response, no experience, not qualified

1 = Inadequate, fails to meet needs

2 = Fair, partially responsive

3 = Acceptable, meets minimum requirements

4 = Above average, exceeds minimum in some areas

5 = Extensive experience, excellent quality

	Score (0-5)	Weight	Points
General (15 points possible)		3.0	
System Maintenance (25 points possible)		5.0	
LMS Maintenance (25 points possible)		5.0	
Cost - To be completed by Division of Purchasing (35 points possible)			
TOTAL SCORE:			

CHECKLIST 1 – DESCRIPTIVE RESPONSES REQUIREMENTS

For each requirement within section 3 provide a descriptive response that sufficiently answers the question. Responses need to begin by referencing the requirement number (i.e. 3.1.1, 3.14.1.10, etc). The following checklist for the descriptive requirements is included and needs to be included with your response. Include the checklist for descriptive responses at the beginning of your descriptive responses. The Descriptive Response checklist contains a Yes and No column. For each of the descriptive responses, indicate on the checklist if your solution meets the requirement (Yes) or does not meet the requirement (No).

3.1. Project Management

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
_____	_____	3.1.1	Documented Processes
_____	_____	3.1.2	Sample Implementation Plan
_____	_____	3.1.3	Change Requests
_____	_____	3.1.4	Implementation Resources
_____	_____	3.1.5	DWS Expectations
_____	_____	3.1.6	Successful Implementations
_____	_____	3.1.7	Service Partners
_____	_____	3.1.8	Certification Programs
_____	_____	3.1.9	Issue Resolution
_____	_____	3.1.10	Knowledge Transfer
_____	_____	3.1.11	Data Migration

3.2. Support Requirements

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
_____	_____	3.2.1	Support Services
_____	_____	3.2.2	Response Time
_____	_____	3.2.3	Service Escalation

----	----	3.2.4	Software Upgrades
----	----	3.2.5	Communication
----	----	3.2.6	Releases/Revisions
----	----	3.2.7	Issues Procedure
----	----	3.2.8	Proposed Release
----	----	3.2.9	Future Releases
----	----	3.2.10	UI Customization
----	----	3.2.11	Legal Considerations

3.3. Training Requirements

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
----	----	3.3.1	Software Training
----	----	3.3.2	Training Resources
----	----	3.3.3	Training Availability
----	----	3.3.4	Train the Trainer
----	----	3.3.5	Additional Training
----	----	3.3.6	Future Releases
----	----	3.3.7	Ongoing Training

3.4. Architecture and System Requirements

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
----	----	3.4.1	System Architecture
----	----	3.4.2	Architecture Scalability
----	----	3.4.3	Multiple Group Scalability

----	----	3.4.4	Firewall Security
----	----	3.4.5	Web Interactions
----	----	3.4.6	Database Size
----	----	3.4.7	System Supported
----	----	3.4.8	System Prerequisites
----	----	3.4.9	Supported Browsers
----	----	3.4.10	Browser Plug-ins
----	----	3.4.11	Client Software
----	----	3.4.12	Installation Comparisons
----	----	3.4.13	Openness
----	----	3.4.14	Connection Speed
----	----	3.4.15	Operation Systems
----	----	3.4.16	Database Systems
----	----	3.4.17	Notification Server

3.5. Technology Standards Requirements

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
----	----	3.5.1	MAPI Compliance
----	----	3.5.2	OLE Compliance
----	----	3.5.3	ODBC Compliance
----	----	3.5.4	TCP/IP Compliance
----	----	3.5.5	Web Compliance

3.6. System Integration Requirements

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
----	----	3.6.1	Supported APIs
----	----	3.6.2	Import/Export
----	----	3.6.3	LMS Integration
----	----	3.6.4	E-mail Integration
----	----	3.6.5	Department System Integration
----	----	3.6.6	Monitoring Tool Integration

3.7. Security Requirements

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
----	----	3.7.1	User Security
----	----	3.7.2	Access
----	----	3.7.3	Security System

3.8. User Interface/Portal Requirements

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
----	----	3.8.1	UI Modifications
----	----	3.8.2	UI Navigation
----	----	3.8.3	UI Online Help
----	----	3.8.4	Distinct UI Interfaces
----	----	3.8.5	ADA Support

3.9. General Functional Requirements

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
----	----	3.9.1	Component Integration/Scalability

----	----	3.9.2	Content Delivery
----	----	3.9.3	Product Customization
----	----	3.9.4	System Partitioning
----	----	3.9.5	Limitations
----	----	3.9.6	Scheduling
----	----	3.9.7	Instructor Assignments
----	----	3.9.8	External Facilities Management
----	----	3.9.9	Resource Assignment
----	----	3.9.10	Training Budget Management
----	----	3.9.11	Charge Backs

3.10.Certification Requirements

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
----	----	3.10.1	Certification Defined
----	----	3.10.2	Certification Notifications
----	----	3.10.3	External Certification Data

3.11.Employee Assessment & Gap Analysis Requirements

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
----	----	3.11.1	Performance Management
----	----	3.11.2	Employee Management
----	----	3.11.3	Learner Information
----	----	3.11.4	Job Competencies
----	----	3.11.5	Pre-Assessment Guidance

----	----	3.11.6	Customer Management
----	----	3.11.7	Curriculum Management
----	----	3.11.8	Syncing CRM with HRM
----	----	3.11.9	Hierarchical Structure
----	----	3.11.10	Learners Learning Gaps
----	----	3.11.11	Competency Updates

3.12.Skills/Competency Management Requirements

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
----	----	3.12.1	Skills/Competency Model

3.13.Succession Management Requirements

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
----	----	3.13.1	Succession Management
----	----	3.13.2	Organization Management
----	----	3.13.3	Succession Searching
----	----	3.13.4	Skill Definitions

3.14.Training Requirements

3.14.1. Registration/Enrollment Requirements:

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
----	----	3.14.1.1	Registration Methods
----	----	3.14.1.2	Registration Activities
----	----	3.14.1.3	Restricting Registrations
----	----	3.14.1.4	Course Approvals

_____	_____	3.14.1.5	Seat Assignments
_____	_____	3.14.1.6	Cancellation Policies
_____	_____	3.14.1.7	Notification Fallback
_____	_____	3.14.1.8	Pre-Requisites
_____	_____	3.14.1.9	Course Resources
_____	_____	3.14.1.10	Course Request Tracking

3.14.2. Tracking Requirements:

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
_____	_____	3.14.2.1	Course Information Tracking
_____	_____	3.14.2.2	Historical Information

3.14.3. Reporting Requirements:

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
_____	_____	3.14.3.1	Reporting Philosophy
_____	_____	3.14.3.2	Standard Reports
_____	_____	3.14.3.3	3 rd Party Report Writers
_____	_____	3.14.3.4	Report Writer Included
_____	_____	3.14.3.5	Ease-Of-Use
_____	_____	3.14.3.6	Report Format
_____	_____	3.14.3.7	Report Customizations

3.14.4. Course Delivery/Course Launch Requirements:

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
_____	_____	3.14.4.1	Repeated Course Launching
_____	_____	3.14.4.2	Course Integration

_____	_____	3.14.4.3	Study Groups
_____	_____	3.14.4.4	Online Instructor Courses

3.14.5. Assessment/Testing Requirements:

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
_____	_____	3.14.5.1	Competency Management
_____	_____	3.14.5.2	Evaluation Integration
_____	_____	3.14.5.3	Class Assessments
_____	_____	3.14.5.4	Assessment/Test Grading
_____	_____	3.14.5.5	Assessment/Testing Feedback

3.14.6. Course Evaluation/Testing/Course Management Requirements:

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
_____	_____	3.14.6.1	Course Evaluations

3.14.7. e-Learning Requirements:

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
_____	_____	3.14.7.1	e-Learning Support

3.15.Content Management Requirements

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
_____	_____	3.15.1	Standards Compliance
_____	_____	3.15.2	MS Office Support

3.16.System Administration Requirements

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
_____	_____	3.16.1	Catalog Security
_____	_____	3.16.2	Catalog Delivery

_____	_____	3.16.3	Course Structure
_____	_____	3.16.4	Class Structure
_____	_____	3.16.5	Schedule Flexibility
_____	_____	3.16.6	Previous Course Notification
_____	_____	3.16.7	Learning Objects
_____	_____	3.16.8	Historical Statistics
_____	_____	3.16.9	Master Calendar Support

3.17. User Management Requirements

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
_____	_____	3.17.1	New Users
_____	_____	3.17.2	User Information
_____	_____	3.17.3	HRM Interface
_____	_____	3.17.4	User Security

CHECKLIST 2 - MANDATORY DESCRIPTIVE REQUIREMENTS

For each requirement within section 4 provide a descriptive response that sufficiently answers the question. Responses need to begin by referencing the requirement number (i.e. 4.1.1, 4.14.1.10, etc). The following checklist for the descriptive requirements is included and needs to be included with your response. Include the checklist for mandatory descriptive responses at the beginning of your mandatory descriptive responses.

The Mandatory Descriptive Response checklist contains a Yes and No column. For each of the descriptive responses, indicate on the checklist if your solution meets the requirement (Yes) or does not meet the requirement (No). If you disagree, attach documentation explaining your disagreement. Any (No) answer without satisfactory documentation will eliminate your bid from further consideration.

4.1. General Requirements

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
----	----	4.1.1	User Scalability
----	----	4.1.2	Non-Programmer Users
----	----	4.1.3	Web-Based Application

4.2. Technical Requirements

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
----	----	4.2.1	Browser Compatibility
----	----	4.2.2	Intranet Integration
----	----	4.2.3	Calendar Integration
----	----	4.2.4	HRM Integration
----	----	4.2.5	Minimal Initial Implementation
----	----	4.2.6	Remote Connections
----	----	4.2.7	Minimal Initial Implementation
----	----	4.2.8	E-mail Integration

4.3. Security Requirements

<u>YES</u>	<u>NO</u>	<u>TOPIC</u>
------------	-----------	--------------

----	----	4.3.1	Access Restrictions
----	----	4.3.2	Single Logon
----	----	4.3.3	Component Integration
----	----	4.3.4	Access Restrictions
----	----	4.3.5	Inside/Outside Availability
----	----	4.3.6	Access Privileges
----	----	4.3.7	Unauthorized Registrations
----	----	4.3.8	Data Protection
----	----	4.3.9	Data Access Restrictions
----	----	4.3.10	Privileged Access
----	----	4.3.11	Data Sharing
----	----	4.3.12	Audit Trail
----	----	4.3.13	Data Restrictions
----	----	4.3.14	Data Views
----	----	4.3.15	Administrative Access

4.4. User Interface/Portal Requirements

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
----	----	4.4.1	Intuitive UI
----	----	4.4.2	Different UI Views
----	----	4.4.3	User-Defined Fields
----	----	4.4.4	Personalized Welcome
----	----	4.4.5	Tailored User-Type Views

----	----	4.4.6	Appropriate Functions
----	----	4.4.7	UI Customization
----	----	4.4.8	DWS Terminology
----	----	4.4.9	Integrated Online Help

4.5. General Functional Requirements

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
----	----	4.5.1	Course Catalog
----	----	4.5.2	Existing Training Information
----	----	4.5.3	E-mail Notifications
----	----	4.5.4	Resource Conflicts
----	----	4.5.5	Instructor Management
----	----	4.5.6	Instructor Searching
----	----	4.5.7	Instructor Scheduling
----	----	4.5.8	Course Materials
----	----	4.5.9	Instructor Qualifications
----	----	4.5.10	System Availability

4.6. Certification Requirements

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
----	----	4.6.1	Skill Certification
----	----	4.6.2	Certification Tracking and Notifications
----	----	4.6.3	Certification Updates
----	----	4.6.4	Hard Copy Certifications
----	----	4.6.5	Certification Status

----	----	4.6.6	Certification Learning Gaps
----	----	4.6.7	Certification Assessment/Test Updates
----	----	4.6.8	Certification Completion Notification
----	----	4.6.9	Multiple Certifications
----	----	4.6.10	Certification Reporting
----	----	4.6.11	Certification Pre -Requisites

4.7. Employee Assessment & Gap Analysis Requirements

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
----	----	4.7.1	Development Plans

4.8. Skills/Competency Management Requirements

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
----	----	4.8.1	Skills/Competency Tracking
----	----	4.8.2	Customized Skills
----	----	4.8.3	Skills to Course Relationships
----	----	4.8.4	Skills Security
----	----	4.8.5	User Profiles
----	----	4.8.6	Learning Paths Display
----	----	4.8.7	Skills/Certification Gaps
----	----	4.8.8	Assessment/Test Viewing
----	----	4.8.9	Managers View
----	----	4.8.10	Learning Paths Definitions
----	----	4.8.11	Managers Assessment View

----	----	4.8.12	Learning Path Guidance
----	----	4.8.13	Competency Models
----	----	4.8.14	Multiple Competencies
----	----	4.8.15	Job Role Maintenance
----	----	4.8.16	Job Type Maintenance

4.9. Succession Management Requirements

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
----	----	4.9.1	Job Skill Comparison
----	----	4.9.2	Job Skill Definition
----	----	4.9.3	Open Positions
----	----	4.9.4	Managers Search
----	----	4.9.5	Position Search
----	----	4.9.6	User Image

4.10.Security Requirements

4.10.1. Registration/Enrollment Requirements:

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
----	----	4.10.1.1	Course Types
----	----	4.10.1.2	Required Courses
----	----	4.10.1.3	Job Title Training
----	----	4.10.1.4	Users Position Training
----	----	4.10.1.5	Users Group Enrollment
----	----	4.10.1.6	Curriculum Management

----	----	4.10.1.7	Instructor Lead Training
----	----	4.10.1.8	Classroom Scheduling
----	----	4.10.1.9	Enrollment Conflicts
----	----	4.10.1.10	Student Enrollment
----	----	4.10.1.11	Progress Details
----	----	4.10.1.12	Course Information
----	----	4.10.1.13	Course Notifications
----	----	4.10.1.14	Wait Listing
----	----	4.10.1.15	Automatic Updates
----	----	4.10.1.16	Registration Timeframes
----	----	4.10.1.17	Registration Confirmations
----	----	4.10.1.18	Registration Approval Process
----	----	4.10.1.19	Waitlist Status
----	----	4.10.1.20	Managing Instructors
----	----	4.10.1.21	Organization Support
----	----	4.10.1.22	Course Assignments
----	----	4.10.1.23	Mandatory Courses
----	----	4.10.1.24	Duplicate Registration
----	----	4.10.1.25	Classroom Attendance
----	----	4.10.1.26	Class Rosters
----	----	4.10.1.27	Eligibility Criteria
----	----	4.10.1.28	Overriding Requirements

----	----	4.10.1.29	Site Administration
----	----	4.10.1.30	Active/Inactive Records
----	----	4.10.1.31	Enrollment Limits
----	----	4.10.1.32	Class Status Updates
----	----	4.10.1.33	Assignment Tracking
----	----	4.10.1.34	Enrollment Statistics
----	----	4.10.1.35	Instructor Lists
----	----	4.10.1.36	Online Registration
----	----	4.10.1.37	Supervisor Enrollment
----	----	4.10.1.38	Group Enrollment
----	----	4.10.1.39	Course Isolation
----	----	4.10.1.40	Skill to Course Linkage
----	----	4.10.1.41	Automated Notifications
----	----	4.10.1.42	Supervisor Registration Approval
----	----	4.10.1.43	Supervisor Notification
----	----	4.10.1.44	Registration Status
----	----	4.10.1.45	Course Book Marking
----	----	4.10.1.46	Seat Prioritization
----	----	4.10.1.47	Waitlist Supported Notification
----	----	4.10.1.48	Class Notifications
----	----	4.10.1.49	Class Size
----	----	4.10.1.50	Course Material

4.10.2. Tracking Requirements:

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
----	----	4.10.2.1	Progress Tracking
----	----	4.10.2.2	Assessment/Test Tracking
----	----	4.10.2.3	Time Statistics
----	----	4.10.2.4	Course History

4.10.3. Reporting Requirements:

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
----	----	4.10.3.1	Pre-Defined Reports
----	----	4.10.3.2	3 rd Party Reporting Support
----	----	4.10.3.3	Spreadsheet Support
----	----	4.10.3.4	Automatic Reports
----	----	4.10.3.5	Report Security
----	----	4.10.3.6	Online Reports
----	----	4.10.3.7	Scheduled Reports
----	----	4.10.3.8	Ad-Hoc Reporting

4.10.4. Course Delivery/Course Launch Requirements:

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
----	----	4.10.4.1	Learner Tracks
----	----	4.10.4.2	Pre-Testing
----	----	4.10.4.3	LMS Launch
----	----	4.10.4.4	Learning Types
----	----	4.10.4.5	Course Progress

----	----	4.10.4.6	CD ROM Courses
----	----	4.10.4.7	Online ILC

4.10.5. Assessment/Testing Requirements:

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
----	----	4.10.5.1	Assessment/Test Question Types
----	----	4.10.5.2	Assessment/Test Media
----	----	4.10.5.3	Random Questions
----	----	4.10.5.4	Assessment/Test Pools
----	----	4.10.5.5	Interactive Scoring
----	----	4.10.5.6	Question Hints
----	----	4.10.5.7	Assessment/Test Attempts
----	----	4.10.5.8	Practice Assessments/Tests
----	----	4.10.5.9	Essay Questions
----	----	4.10.5.10	Grading Criteria
----	----	4.10.5.11	Remedial Feedback
----	----	4.10.5.12	Questions Weighting
----	----	4.10.5.13	Content Development
----	----	4.10.5.14	Course Tracking
----	----	4.10.5.15	Automated Assessment/Test Recording
----	----	4.10.5.16	Multiple Assessment/Test Types
----	----	4.10.5.17	Assessment/Test Linking
----	----	4.10.5.18	Tailored Assessment/Test

----	----	4.10.5.19	Built-In Testing
----	----	4.10.5.20	Assessment/Test Creation
----	----	4.10.5.21	Assessment/Test Recording
----	----	4.10.5.22	Assessment/Test Timing
----	----	4.10.5.23	Assessment/Test Time Frames
----	----	4.10.5.24	Assessment/Test Time Restrictions
----	----	4.10.5.25	Assessment/Test History

4.10.6. Registration/Enrollment Requirements:

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
----	----	4.10.6.1	Online Course Evaluations
----	----	4.10.6.2	Recording Evaluations
----	----	4.10.6.3	Evaluation Analysis

4.10.7. e-Learning Requirements:

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
----	----	4.10.7.1	Standard Support
----	----	4.10.7.2	3 rd Part Training
----	----	4.10.7.3	Course Creation
----	----	4.10.7.4	Course Formats
----	----	4.10.7.5	Book Marking Support

4.11. Content Management Requirements

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
----	----	4.11.1	Content Formats

----	----	4.11.2	Plug-ins
----	----	4.11.3	WYSIWYG
----	----	4.11.4	Storyboarding
----	----	4.11.5	Importing
----	----	4.11.6	Template Authoring
----	----	4.11.7	Template Modification
----	----	4.11.8	Reusable Objects
----	----	4.11.9	Content Management
----	----	4.11.10	Version Control
----	----	4.11.11	File Formats
----	----	4.11.12	Simulations
----	----	4.11.13	AICC
----	----	4.11.14	IEEE
----	----	4.11.15	IMS
----	----	4.11.16	ADL

4.12. System Administration Requirements

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
----	----	4.12.1	Blended Learning
----	----	4.12.2	Prerequisites
----	----	4.12.3	Training Plan Tracking
----	----	4.12.4	Customizable Curricula
----	----	4.12.5	Single Course Catalogue

----	----	4.12.6	Course Resource Allocation
----	----	4.12.7	Course Materials
----	----	4.12.8	User-Friendly Interface
----	----	4.12.9	Remote Course Administration
----	----	4.12.10	Appropriate Notifications
----	----	4.12.11	Course Outlines
----	----	4.12.12	Course Equivalencies
----	----	4.12.13	Multiple Sessions
----	----	4.12.14	Course Standards Support
----	----	4.12.15	Master Schedule
----	----	4.12.16	Multiple Calendars

4.13. User Management Requirements

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
----	----	4.13.1	HRM Integration
----	----	4.13.2	Administrator Search
----	----	4.13.3	Access Rights
----	----	4.13.4	Password Modification
----	----	4.13.5	Account Activation

CHECKLIST 3 – NON-MANDATORY DESCRIPTIVE REQUIREMENTS

Non-Mandatory Descriptive requirements (Section 5) are requirements that would be nice to have but are not necessary for DWS to implement a CMS solution. Responses to this RFP that do not agree with these requirements will still be considered. Please indicate whether you agree (Yes) or disagree (No) with the non-mandatory provisions of this RFP.

For each requirement within section 5 provide a descriptive response that sufficiently answers the question. Responses need to begin by referencing the requirement number (i.e. 5.1.1, 5.14.1.10, etc). The following checklist for the descriptive requirements is included and needs to be included with your response. Include the checklist for Non-Mandatory Descriptive responses at the beginning of your Non-Mandatory Descriptive responses.

5.1. User Interface/Portal Requirements

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
_____	_____	5.1.1	Personalization
_____	_____	5.1.2	Context-Sensitive Help
_____	_____	5.1.3	Integrated Online Help
_____	_____	5.1.4	Training News
_____	_____	5.1.5	Course Messages

5.2. General Functional Requirements

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
_____	_____	5.2.1	Multiple Sites
_____	_____	5.2.2	Library
_____	_____	5.2.3	Resource Conflicts
_____	_____	5.2.4	3 rd Part Costs
_____	_____	5.2.5	Internal Cost Tracking

5.3. Employee Assessment & Gap Analysis Requirements

<u>YES</u>	<u>NO</u>	<u>TOPIC</u>
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_____	_____	5.3.1	360-Degree Assessments
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5.4. Training Requirements

5.4.1. Registration/Enrollment Requirements:

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
_____	_____	5.4.1.1	External Customer Registration
_____	_____	5.4.1.2	Backup Notifications
_____	_____	5.4.1.3	Cost Center Chargeback
_____	_____	5.4.1.4	Course Costs
_____	_____	5.4.1.5	Enrollment Request History

5.4.2. Course Delivery/Course Launch Requirements:

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
_____	_____	5.4.2.1	Study Aids
_____	_____	5.4.2.2	Course Experts
_____	_____	5.4.2.3	Hardcopy Notifications
_____	_____	5.4.2.4	Fax Notifications
_____	_____	5.4.2.5	Collaboration
_____	_____	5.4.2.6	Threaded Discussions
_____	_____	5.4.2.7	Instructor Information

5.4.3. Assessment/Testing Requirements:

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
_____	_____	5.4.3.1	Complex Assessments

5.4.4. e-Learning Requirements:

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
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_____	_____	5.4.4.1	3 rd Party Training
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5.5. Content Management Requirements

<u>YES</u>	<u>NO</u>	<u>TOPIC</u>
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_____	_____	5.5.1	Web-Base Authoring
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5.6. System Administration Requirements

<u>YES</u>	<u>NO</u>	<u>TOPIC</u>
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_____	_____	5.6.1	Template Scheduling
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_____	_____	5.6.2	Course Indicators
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CHECKLIST 4 - HOSTING REQUIREMENTS

A Hosting Solution (Section 6) is optional and a response is not required. Information collected within this section will be evaluated separately. Any response that desires to provide a hosting option, must complete the following checklist. Please indicate whether you agree (Yes) or disagree (No) with the following hosting provisions of this RFP. If you disagree, attach documentation explaining your disagreement.

6.1. General Requirements

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
_____	_____	6.1.1	Set-up Fee
_____	_____	6.1.2	Hidden Costs
_____	_____	6.1.3	Annual Costs
_____	_____	6.1.4	Number of Users
_____	_____	6.1.5	Training
_____	_____	6.1.6	Auditing or Copies of Audit Reports

6.2. System Maintenance Requirements

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
_____	_____	6.2.1	Servers
_____	_____	6.2.2	Operating Systems
_____	_____	6.2.3	Database
_____	_____	6.2.4	Software
_____	_____	6.2.5	Maintenance
_____	_____	6.2.6	Disk Space Limitations
_____	_____	6.2.7	Hardware Security
_____	_____	6.2.8	FTP Access
_____	_____	6.2.9	Telnet Access

_____	_____	6.2.10	Bandwidth
_____	_____	6.2.11	Domain Name
_____	_____	6.2.12	Monitoring

6.3. LMS Maintenance Requirements

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
_____	_____	6.3.1	LMS Security
_____	_____	6.3.2	Accessibility 24x7
_____	_____	6.3.3	HRM Integration
_____	_____	6.3.4	Product Customization
_____	_____	6.3.5	Courseware Updates
_____	_____	6.3.6	3 rd Party Integration

CHECKLIST 5 – CONSULTING SERVICES REQUIREMENTS

Consulting Services (Section 7 includes all consulting information necessary for installation and configuration of the CMS system that is not included with the software costs. Responses to this RFP that do not agree with these requirements will still be considered. Please indicate whether you agree (Yes) or disagree (No) with the Consulting Services provisions of this RFP.

For each requirement within section 7 provide a descriptive response that sufficiently answers the question. Responses need to begin by referencing the requirement number (i.e. 7.1.1, 7.14.1.10, etc). The following checklist for the Consulting Services requirements is included and needs to be included with your response. Include the checklist for Consulting Services Descriptive responses at the beginning of your Consulting Services Descriptive responses.

7.1. Project Management Identified

7.2. Installation Requirements

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
_____	_____	7.2.1	Hardware
_____	_____	7.2.2.1	Software-CMS
_____	_____	7.2.2.21	Software-DB
_____	_____	7.2.3	Documentation

7.3. Configuration Requirements

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
_____	_____	7.3.1	CMS System
_____	_____	7.3.2	Administration
_____	_____	7.3.3	Documentation

7.4. Integration Requirements

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
_____	_____	7.4.1	HRM
_____	_____	7.4.2	Payroll

_____	_____	7.4.3	E-mail
_____	_____	7.4.4	Calendar
_____	_____	7.4.5	Curriculum
_____	_____	7.4.6	Mindleaders.com
_____	_____	7.4.7	Documentation

7.5. Training Requirements

<u>YES</u>	<u>NO</u>		<u>TOPIC</u>
_____	_____	7.5.1	CMS
_____	_____	7.5.2	Administrator
_____	_____	7.5.3	Instructor
_____	_____	7.5.4	Train the Trainer
_____	_____	7.5.5	Student
_____	_____	7.5.6	Documentation

CONTRACT ATTACHMENT A
STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services, and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.

8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** This is a declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given to the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed

through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E333399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution and Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud, and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment

or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.

19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card.
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract:
 - a. Nonperformance of contractual requirements;
 - b. A material breach of any term or condition of this contract.The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following:
 - (1) Exercise any remedy provided by law;
 - (2) Terminate this contract and any related contracts or portions thereof;
 - (3) Impose liquidated damages, if liquidated damages are listed in the contract;
 - (4) Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-73, Utah Code Annotated, 1953, as amended).

25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Special Terms and Conditions; 3. Contractor Terms and Conditions.

(Revision date: Nov 21, 2003)

Note: If a contract is awarded, "Contract Attachment B" will be the RFP, the Pre -Bid Vendor Conference Meeting Minutes, and Vendor Proposal in Response to the RFP, all of which will be defined as the "Contract Scope of Work".

CONTRACT ATTACHMENT C
DEPARTMENT OF WORKFORCE SERVICES (DWS) STANDARD TERMS
AND CONDITIONS

1. CONFLICT OF INTEREST: The CONTRACTOR certifies, through the execution of the contract, that no person in its and the DEPARTMENT's employment, directly or through subcontract, will receive any private financial interest, direct or indirect, in the contract. The CONTRACTOR will not hire or subcontract with any person having such conflicting interest.
2. INDEPENDENT CONTRACTOR: CONTRACTOR acknowledges by signing this contract that no Social Security, Federal, or State taxes will be withheld from payments under this Contract. However, payments under this contract may be taxable and an information return (IRS Form 1099) showing total contract payments made during the year will be sent to all contractors and to the Internal Revenue Services.
3. INSURANCE CLAUSE: The CONTRACTOR agrees to provide and to maintain during the performance of the contract, at its sole expense, a policy of liability insurance naming the CONTRACTOR and the State of Utah as insured parties under the policy. Such insurance shall be amended to indicate that it is the primary coverage and not a contributing coverage for the DEPARTMENT. The limits of the policy shall be no less than \$500,000.00 for each occurrence and \$1,000,000.00 aggregate.
4. RENEGOTIATION OR MODIFICATIONS: No claim for services furnished by the CONTRACTOR not specifically authorized by this Contract will be allowed by the DEPARTMENT.
5. ALLOWABLE COSTS AND PAYMENTS: Payments to the CONTRACTOR shall be made by the DEPARTMENT after receipt of a monthly invoice submitted by the CONTRACTOR.
6. REDUCTION OF FUNDS: (N/A to Open-Ended Contracts): The maximum amount authorized by this contract shall be reduced or contract terminated if required by Federal/State law, regulation, or action or there is significant under utilization of funds, provided the CONTRACTOR shall be reimbursed for all services performed in accordance with this contract prior to date of reduction or termination. If funds are reduced, there will be a comparable reduction in amount of services to be given by the CONTRACTOR. The DEPARTMENT will give the CONTRACTOR thirty (30) days notice of reduction.
7. CITING DEPARTMENT IN ADVERTISING: The CONTRACTOR agrees to give credit to the Department of Workforce Services for funding in all written and verbal advertising or discussion of this program such as brochures, flyers, informational materials, talk shows, etc. All formal advertising or public information programs will be coordinated with Public Information Officer for the Department.

8. DRUG-FREE WORKPLACE: The CONTRACTOR understands that the Department provides a drug-free workplace in accordance with all federal and state laws and regulations. The CONTRACTOR agrees to abide by the Department's drug-free workplace policies while on Department premises.
9. TERMINATION (FUND-OUT): The CONTRACTOR acknowledges that DEPARTMENT cannot contract for the payment of funds not yet provided by the Federal Government or appropriated by the Utah State Legislature and the Department cannot guarantee funding under this contract since it may be altered by an act of the Federal Government or the Utah State Legislature occurring before the expiration of this contract. Therefore, in the event that Department fails to receive appropriations then the Department may, by giving at least 60 days advance written notice, terminate this contract. DEPARTMENT will reimburse CONTRACTOR for services performed up through the date of cancellation.
10. CONTRACTOR ASSIGNMENT: Notwithstanding the DEPARTMENT's right to assign the rights or duties hereunder, the CONTRACTOR agrees and understands that this contract is based on the reputation of the CONTRACTOR, and this contract may not be assigned by the CONTRACTOR without the written consent of the DEPARTMENT. Any attempted assignment by the CONTRACTOR without the DEPARTMENT'S written consent shall be wholly void.
11. OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES: The CONTRACTOR agrees that if during or subsequent to the contract CPA audit or DEPARTMENT OF WORKFORCE SERVICES Internal Review & Audit determines that payments were incorrectly reported or paid, the DEPARTMENT may amend the contract and adjust the payments. In contracts, which include a budget, CONTRACTOR expenditures to be eligible for reimbursement must be adequately documented. The CONTRACTOR will, upon written request immediately refund any overpayments determined by audit and for which payment has been made to the contractor, to the DEPARTMENT. The CONTRACTOR further agrees that the DEPARTMENT shall have the right to withhold any or all-subsequent payments under this or other contracts with the CONTRACTOR until recoupment of overpayment is made.
12. SERVICE CODE COST SUMMARY: When requested by the DEPARTMENT, the CONTRACTOR shall submit to the DEPARTMENT actual cost expenditures under this contract and specific service code. If selected for review, the DEPARTMENT will request cost data as early as ninety-one (91) days after completion of the prior contract period. Reported costs shall be in accordance with the DEPARTMENT Cost Principles. Service Code Cost Summaries submitted are subject to review by DEPARTMENT audit. Therefore, Cost Summaries should agree in total (and in detail where possible) to any other financial information submitted to the DEPARTMENT. Such financial information would include audit reports, financial statements, etc. Cost Summaries, which are found to disagree with other financial information submitted to the DEPARTMENT, may be subject to further investigation.
13. LICENSING AND STANDARD COMPLIANCE: The CONTRACTOR currently meets all applicable licensing or other standards required by Federal and State laws or regulations and ordinances of the City/County in which services and/or care is provided and will continue to

comply with such licensing or other applicable standards and ordinances for duration of this contract period. Failure to secure or maintain a license shall support a basis for cancellation of this contract.

14. GRIEVANCE PROCEDURE: The CONTRACTOR agrees to establish a system through which recipients of the purchased services may present grievances about the operation of the program as it pertains to and affects said recipient. The CONTRACTOR will advise recipients of their right to present grievances concerning denial or exclusion from or operation of the program, and to a determination by the Department of Workforce Services in these instances. The CONTRACTOR will advise applicants in writing of rights and procedures to appeal. In the event of a grievance, the contractor will notify the Department of the grievance and its resolution. If no resolution is reached with the contractor, the grievance will be forwarded to the Department for processing through the Department's Administrative Process.
15. IMPOSITION OF FEES: The CONTRACTOR will not impose any fees upon clients given services under this contract except as authorized by the DEPARTMENT.
16. PROTECTION AND USE OF CLIENT RECORDS: The use or disclosure by any party of any information concerning a client for any purpose not directly connected with the administration of the DEPARTMENT's or the CONTRACTOR's responsibilities with respect to services purchased under this agreement is prohibited except on written consent of the client, his attorney, or his responsible parent or guardian. The Contractor will be required to sign the Confidential Information Certification.
17. CONSULTATION/TECHNICAL ASSISTANCE: The DEPARTMENT will supply appropriate consultation/technical assistance as indicated/requested by the CONTRACTOR to assure satisfactory performance in providing the contracted services.
18. CODE OF CONDUCT: The CONTRACTOR agrees to follow and enforce the Department of Workforce Services Code of Conduct, Utah Administrative Code, R982-601-101 et seq. The CONTRACTOR assures that each employee or volunteer receives a copy of Code of Conduct. A signed statement to this effect must be in employee's/volunteer's file subject to inspection and review by the DEPARTMENT monitors.
19. THIRD-PARTY REIMBURSEMENT AND PROGRAM INCOME: OTHER CONTRACTS: The CONTRACTOR is required to pursue reimbursement from all other sources of funding available for services performed under this contract. Other sources of funding include, but are not limited to third-party reimbursements and program income. In no instance shall any combination of other sources of funding and billings to DEPARTMENT OF WORKFORCE SERVICES be greater than "necessary and reasonable costs to perform the services" as supported by audited financial records. Collections over and above audited costs shall be refunded to DEPARTMENT OF WORKFORCE SERVICES.
20. BILLINGS: Billings and claims for services must be received within twenty (20) days after the last date of service for the period billed including the final billing, which must be submitted within twenty (20) days after contract termination may be delayed or denied.

21. FINANCIAL/COST ACCOUNTING SYSTEM: The CONTRACTOR agrees to maintain a financial and cost accounting system in accordance with generally accepted accounting principles. At a minimum, the CONTRACTOR's accounting system shall provide for a General Ledger, and cost accounting records adequate to assure that costs incurred under this contract are reasonable, allocable to contract objectives, and separate from costs associated with other business activities of the CONTRACTOR. The CONTRACTOR further agrees that all program expenditures and revenues shall be supported by reasonable documentation (vouchers, invoices, receipts, etc.), which shall be stored and filed in a systematic and consistent manner. The CONTRACTOR further agrees to retain and make available to independent auditors, State and Federal auditors, and program and contract reviewers all accounting records and supporting documentation for a minimum of four (4) years after the expiration of this contract. The CONTRACTOR further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this contract, it is subject to an assessment for over-payment.
22. CHANGES IN BUDGET (Cost Reimbursement Contracts Only): The budget attached hereto shall be the basis for payment. The CONTRACTOR may not make any adjustment in budgeted funds from Category III, "Program Expenses" to either Category I, "Administration" or Category II, "Capital Expenditures" or between Categories I and II, without prior written approval by the DEPARTMENT. Expenditures in excess of those budgeted in either Category I or II may be considered questioned costs. Resolution of such questioned costs will normally result in a request that such excesses be refunded to the DEPARTMENT. The CONTRACTOR may, however, shift between either Category I or II to Category III without prior approval. Expenditures in excess of those budgeted in Category III will not normally result in questioned costs unless restrictions have been placed on subcategories within this major category. When the contract restricts expenditures within defined subcategories, any unapproved excess will be considered a questioned cost.
23. NON-FEDERAL MATCH: For those contracts requiring a non-federal match said match shall be in accordance with provisions of Title 45 CFR, Part 74, Sub-part C. Other funding sources may require different non-federal match amounts will be indicated within the Budget.
24. ADMINISTRATIVE EXPENDITURES: Total administrative expenditures (Category I) may not exceed fifteen percent of total program expenditures without prior written approval from DEPARTMENT OF WORKFORCE SERVICES, Executive Director.
25. CONTRACT RENEWAL: The CONTRACTOR agrees, for any contract issued as a result of an RFP/bid the DEPARTMENT shall unilaterally have the right to initiate renewal of such a contract, in accordance with the provisions of the RFP/bid at a level of funding to be decided at the time of renewal.
26. CONTRACTOR RELATIONSHIP: The relationship of the DEPARTMENT and the CONTRACTOR hereunder shall be that of an independent contractor. Under no circumstances shall an employee agent or representative of either party be represented as, or be deemed to be, an employee, agent or representative of the other party for any purpose whatsoever.

27. WARRANTIES: CONTRACTOR warrants that all services shall be performed in a professional and workmanlike manner consistent with best industry practice; and in accordance with the Work Statement. CONTRACTOR agrees to abide by all applicable laws, regulations, and industry standards when performing services for the DEPARTMENT.
28. TERMINATION UPON DEFAULT: In the event this contract is terminated as a result of a default by the CONTRACTOR, the DEPARTMENT may procure or otherwise obtain, upon such terms and conditions as the DEPARTMENT deems appropriate, services similar to those terminated, and CONTRACTOR shall be liable to the DEPARTMENT for any damages arising there from, including attorneys' fees and excess costs incurred by the DEPARTMENT in obtaining similar services.
29. GOVERNMENT RECORDS ACCESS MANAGEMENT ACT (GRAMA): The Contractor should be aware that all documents produced from this contract will be subject to the State's Access to Public Records policy, Title 63, Chapter 2, U.C.A.
30. CONTRACTOR'S RESPONSIBILITIES: The Department will enter into contractual contract with the CONTRACTOR only. The CONTRACTOR shall be responsible for all services as required by the RFP/bid.
31. HUMAN SUBJECTS RESEARCH: The CONTRACTOR shall not conduct research-involving employees of the DEPARTMENT or individuals receiving services (whether direct or contracted) from the DEPARTMENT.
32. METHOD AND SOURCE OF CONTRACTOR PAYMENT: The DEPARTMENT agrees to reimburse the CONTRACTOR in accordance with the attached budget. Warrant drawn against the State of Utah, will be made upon receipt of itemized billing for authorized services provided and supported by information contained on reimbursement forms supplied by DEPARTMENT.
33. PAYMENT WITHHOLDING: The CONTRACTOR agrees that the reporting and record keeping requirements specified in this contract are a material element of performance and that if, in the opinion of the DEPARTMENT, the CONTRACTOR's record keeping practices and/or reporting to the DEPARTMENT are not conducted in a timely and satisfactory manner, the DEPARTMENT may withhold part or all payments under this or any other contract until such deficiencies have been remedied. In the event of the payment(s) being withheld, the DEPARTMENT agrees to notify the CONTRACTOR of the deficiencies that must be corrected in order to bring about the release of withheld payment.
34. FINANCIAL REPORTING: When classified as Service Provider (not sub recipient), CONTRACTORS shall provide an independent audit of their entity in accordance with Government Auditing Standards (GAO Yellow Book). CONTRACTORS shall also provide financial statements (a balance sheet, income statement, statement of cash flows, statement of functional expense, and notes to the financial statements) prepared in accordance with Generally Accepted Accounting Principles (GAAP).

When classified as a private non-profit or profit entity, CONTRACTORS shall submit a copy of its audit report to the DEPARTMENT within one year of the close of the entity's fiscal year.

An entity filing only financial statements shall submit the financial statements within five (5) months of the close of the entity's fiscal year. If this entity chooses to submit an audit report instead of the financial statements, DEPARTMENT OF WORKFORCE SERVICES internal audit must be notified of this decision prior to the end of the five -month reporting deadline. If more time is needed, prior approval may be obtained from DEPARTMENT OF WORKFORCE SERVICES internal audit.

Audit reports and financial statements should be sent to the DEPARTMENT OF WORKFORCE SERVICES /Budget and Audit, P.O. Box 45249 Salt Lake City, Utah 84145-0249. All CONTRACTORS are subject to periodic fiscal reviews by DEPARTMENT OF WORKFORCE SERVICES.

35. MONITORING: The DEPARTMENT will monitor the service given by the CONTRACTOR for each eligible client and the results obtained using this contract and the attached goals and service objectives and methods as criteria.
36. DEPARTMENT COST PRINCIPLES: The CONTRACTOR agrees to abide by Federal and Department Cost Principles as applicable to contract.
37. NOTIFICATION OF THE INTERNAL REVENUE SERVICE: It is Department of Workforce Services' policy to notify the Internal Revenue Service of any violations of IRS regulations uncovered as a result of its dealings with providers.
38. RELATED PARTIES: The CONTRACTOR shall not make payments to related parties in any category of Administration, Capital Expenditures, or Program Expenses without the prior written consent of the DEPARTMENT. Payments to related parties may include, but are not limited to: salaries, wages, compensation under employment or service contracts, or payments under purchase, lease, or rental contracts. Payments made by the CONTRACTOR to related parties without such prior written consent may be disallowed and may result in an overpayment assessment. For the purpose of defining payments to related parties under a contract; The CONTRACTOR shall be defined to include all owners, partners, directors, and officers of the CONTRACTOR or others with authority to establish policies and make decisions for the CONTRACTOR.

Persons and/or organizations shall be considered related parties when any of the following conditions exist:

A person and/or organization with directors, officers, or others with the authority to establish policies and to make decisions for the organization who is/are related to CONTRACTOR through blood or marriage, as defined by U.C.A., Section 52-3-1(1)(d) as father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt,

nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in law, or daughter-in-law.

An organization has in common with the CONTRACTOR either: a) owners or partners who directly or indirectly own ten percent (10%) or more of the voting interest of the organization; and/or b) directors, officers or others with authority to establish policies and make decisions for the organization.

The CONTRACTOR is obligated to immediately call any contemplated or actual related party payment to the attention of the DEPARTMENT. Upon notification of related party payment, the DEPARTMENT may, at its discretion, require that the CONTRACTOR undertake competitive bidding for the goods or services, require satisfactory cost justification prior to payment, or take other steps that may be necessary to assure that the goods or services provided afford the DEPARTMENT a satisfactory level of quality and cost. Any related party payments contemplated under this contract are specified as follows: (if none, please so state).

39. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA: If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract was increased by any significant sum because the CONTRACTOR furnished cost or pricing data (e.g., service code cost summaries, salary schedules, reports of prior period costs, etc.) which was not accurate, complete, and current, the price or cost shall be reduced accordingly and the contract shall be modified in writing as may be necessary to reflect such reduction, and amounts overpaid shall be subjected to overpayment assessments. Any action the DEPARTMENT may take in reference to such price reduction shall be independent of, and not be prejudicial to, the DEPARTMENT's right to terminate this contract.
40. PAYMENT RATES (Does Not Apply to Contracts With DEPARTMENT OF WORKFORCE SERVICES Set Rates): Initial payment rates for negotiated contracts may be calculated based on actual expenditures for prior period, available budget and changes in the type or quality of service. The rates may be adjusted up or down during the contract term in accordance with prior paid actual costs or a review of current costs verified by audit or fiscal review. Such a rate adjustment may be retroactive to the beginning of the contract. Rates for contracts awarded as a result of the competitive bidding process will not be changed during the contract term.
41. EQUAL OPPORTUNITY CLAUSE: Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity:

Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.

[Rev. 4/03]